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STATE OF ILLINOIS)

SS
COUNTY OF DU PAGE)

3573732

IN THE CIRCUIT COURT OF DU PAGE COUNTY
IN THE EIGHTEENTH JUDICIAL CIRCUIT OF ILLINOIS

IN RE THE MARRIAGE OF:

DOROTHY A. COMO,

Petitioner,

VS

No: 85 D 3434

JOSEPH M. COMO,

Respondant.

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard upon the Petition of the Petitioner, DOROTHY A. COMO, for Dissolution of Marriage, the Petitioner being in open court and being represented by her counsel, KEVIN J. KAREY, and the Respondent having filed a Pro-Se Appearance and Stipulation to have the matter heard as a default and with the parties having entered into a written Property Settlement Agreement, and the Court having heard the avidence adduced by the Petitioner in support of her said Petition, and with the Court being fully advised in the premises, THE COURT DOTH FIND;

- 1. That the Court has jurisdiction over the subject matter and the parties hereto.
- 2. That the Petitioner is now, and for more than 90 days continuously and immediately proceeding these findings been, an actual resident of the State of Illinois.

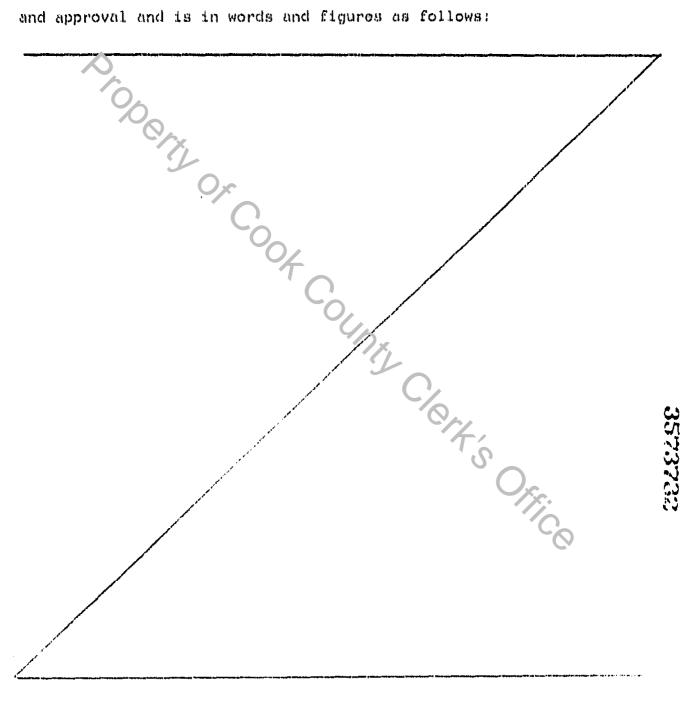
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- 3. That the parties were married on the 25th day of November, 1961, at Chicago, Illinois and that said marriage was registered in Cook County, Illinois.
- 4. That one (1) minor child was born to the parties hereto, namely; KARE! M. COMO, now 12 years of age, having been born on December 23, 1973. That the Petitioner is not presently pregnant; that the Petitioner is a fit and proper person to have the care, custody, control and education of the minor child of the parties.
- 5. That there exists grounds for dissolution of marriage within the meaning and purview of the Illinois Marriage and Dissolution of Marriage Act, Paragraph 2, Section 401, in that:
- (a) The spouses have lived separate and apart for a continuous period of not less than six months prior to the entry of this Judgment for Dissolution of Marriage; and
- (b) Without fault or provocation on the part of either party irreconcilable differences have assumed the irretrievable breakdown of the marriage; and
- (c) Efforts at reconciliation have failed and that further attempts at reconciliation would be impractical and not in the best interests of the family.
- 6. That the Petitioner has proved the material allegations of her Petition by substantial, competent and relevant evidence; that a Judgment for Dissolution of Marriage should be entered herein.
- 7. That the parties hereto have entered into a written Property Settlement Agreement dated August 28, 1985,

concerning the questions of support and maintenance 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.

The Agreement has been presented to this Court for its consideration and constant and the second consideration.



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PROPERTY SETTLEMENT AGREEMENT

WITNESSETH:

WHEREAS, the said parties are now Husband and Wife, having beem married on the 25th day of November, 1961, at Chicago, Illinois; and

WHEREAS, irreconcilable differences have arisen between the parties who are now and have been estranged from each other, and are not living together as Husband and Wife; and

WHEREAS, there are proceedings presently pending in the Circuit Court of Du Page County. Illinois, wherein the parties hereto are seeking the remedy of a Dissolution of Marriage from each other; and

WHEREAS, the parties hereto consider it to their best interests to settle between themselves, now and forever, their respective rights of property, dower, homescoad, rights to support, and any 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 have hereafter, or claim to have in and to any property of every kind, nature and description, real, personal and mixed, now owned by them, or which may hereinafter be acquired by either of them; and

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

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

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- 1. That the Wife shall have the full care, custody, control and education of the minor child of the parties hereto, namely: KAREN M. COMO, now 11 years of age, having been born on December 23, 1973.
- 2. That the Husband shall have the right to reasonable visitation with the minor child of the parties hereto at all reasonable times and places.
- 3. That the Husband shall pay to the Wife, as and for child support of the minor child, the sum of Fifty (\$50.00). Dollars per week based upon the Husband's net weekly income of Two Fundred and Fifty (\$250.00) Dollars per week, approximately (\$13,000.00 net per year).
- That the Wife shall waive her rights to maintenance from the Husband past, present and future and shall be forever harred from claiming same.
- 5. That the Husband shall waive his rights to maintenance from the Wlfe, past, present and future and shall be forever barred from claiming same.
- 6. That the Husband shall, on or before the date of the entry of the Decree for Dissolution of Marriage, quit claim to the Wife all of his right, title, and interest in and to the marital residence commonly known as 5838 Charles Lane, Oak Forest, Illinois, and which is legally described as follows: $AE_{28-17-223-0249-0000}$

LOT TWO HUNDRED THREE ----(203)
In Warren J. Peters Fifth-Addition El Merro Subdivision of part of the South Half $(\frac{1}{2})$ of Northeast One Quarter $(\frac{1}{2})$ of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 17, 1967, as Document Number 2335503.

so that the Wife shall become the One Hundred (100%) percent owner of said real estate. That, upon the aforementioned conveyance from the Husband to the Wife, the Wife shall thereafter hold the Husband harmless from any responsibility or liability with respect to said real estate.

7. That the Husband shall retain as his own personal property the 1981 Buick Electra automobile and shall hold the Wife harmless from any responsibility or liability with respect to said automobile.

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- 9. That the Husband shall retain as his own personal property the 1985 Sun Ray "Fish n' Ski" boat and shall hold the Wife harmloss from any responsibility or liability with respect to said boat.
- 10. That the Husband and the Wife shall each be responsible for the extraordinary and ordinary medical and dertal expenses with respect to the minor child and shall each maintain a health insurance policy on said minor child in full force and effect (during the child's minority) and shall pay the respective premiums thereon. That the Husband and the Wife shall each pay for one half (1/2) of all of the minor child's medical or dental expenses which are not covered by the two aforementioned health insurance policies.
- 11. That the Husband shall name the minor child (during the child's minority) as irrevocable beneficiary of a minimum of Twenty-five Thousand (\$25,000.00) Dollars in life insurance on the Husband's life.
- 12. That the Wife shall retain the right to claim the minor child, KAREN M. CCMO, as a dependent (exemption) on her Federal and State Income Tax Returns.
- 13. That the Wife shall waive any interest in and to the Husband's benefits (pension, profit-sharing or otherwise) from the Monumental Life Insurance Company and shall be forever barred from claiming same past, present and future.

That the Wife shall wave any interest in and to the Husband's benefits (pension, profit-sharing or otherwise) from the Sun Life Insurance Company and shall be forever barred from claiming same past, present and future.

- 14. That the Husband shall waive any interest in and to the Wife's benefits (pension, prof-sharing or otherwise) from the United States Postal Service and shall be forever barred from claiming same past, present and future.
- 15. That the Husband and Wife shall each assume, as they are financially able, to provide the minor child of the marriage with an appropriate four (4) year college education including payments for tuition, room and board, books, supplies and related expenses. Such commitment shall be based upon the

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child's scholastic ability and desire to seek such higher education and the child's acceptability as a degree candidate by an accredited college or university.

The Husband and Wife shall jointly select and agree upon the college or university to be attended by such child having due regard to the following:

The child's wishes and request: 1)

The child's acceptance by the child's 2)

proferred institution:

The ability of the Husband and Wife at that 3) time to financially assist the child and defray the costs to be incurred at such institution; and

- 4) The availability to the child of financial assistance by reason of scholarships, grants-in-aid, or tuition loan regarment programs for the exclusive purpose of financing higher equantion.
- 16. That the Husband and Wife shall each be responsible for their own respective debts or obligations which have accrued since January 10, 1985.
- That the Husband and Wife shall divide all other personal effects between themselves to their own personal satisfaction.
- Except as herein set out specifically each of the parties hereto does herewith waive, release and relinquish any and all rights of any nature whatsoever in any property which may in the future be owned by the other party.

KEVIN J. KAREY, Attorney

Plaintiff.

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STATE OF ILLINOIS)

SS
COUNTY OF COOK)

Before me, a Notary Public in and for the County and State aforesaid, personally appeared DOROTHY A. COMO, personally known to me to be the same person who executed the foregoing instrument and she acknowledged that she executed and delivered 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 28 day of August , 1985.

NOTARY PUBLIC

STATE OF ILLINOTS)

COUNTY OF COOK)

Before me, a Notary Public in and for the County and State aforesaid, personally appeared JOSEPH M. COMO, 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.

of heren inder my hand and notarial soal this 19 day

NOTARY PUBLIC

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WHEREFORE, on motion of KEVIN J. KAREY, attorney for DOROTHY A. COMO, and JOSEPH M. COMO, Pro-Se attorney for the Respendent, IT IS THEREFORE ADJUDGED AND DECREED AS FOLLOWS:

- a. That the marriage of DOROTHY A. COMO and JOSEPH M. COMO, is hereby dissolved.
- b. That the Property Settlement Agreement dated August 28, 1985, between the Petitioner and Respondent and hereinabove set forth in full, is made part of this Judgment for Dissolution of Marriage; and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if 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.
- c. That the Petitioner shall be forever barred from seeking maintenance from the Respondent, and the Respondent shall be forever barred from seeking maintenance from the Petitioner.
- d. That the Petitioner and the Respondent 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.

Proberty of Cook County Clark's Office

This Court reserves jurisdiction of the subject matter of this case until the terms of this Judgment for Dissolution of Marriage have been fully complied with in all respects.

APPROVED:

Property of County Clerk's Office

for Petitioner

Attorney for Respondent

Proberty of Cook County Clark's Office

UNITED STATES OF AMERICA

STATE OF ILLINOIS IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN THE NAME OF THE PEOPLE OF THE STATE OF ILLINOIS

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DU PAGE COUNTY, ILLINOIS EIGHTEENTH JUDICIAL CIRCUIT COURT

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Wheaton, Illinois 60187 Circuit Court Clerk John W. Cockrell