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PLACITA JUDGMENT

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(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

CAROLE K. BELLOWS

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 -DECEMBER 23rd.,
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 -ELEVENTH

PRESENT: - The Honorable CAROLE K. BELLOWS.....
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney
JAMES E. O'GRADY
~~RICHARD J. ELROD~~, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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2. The parties were married on May 3, 1975, and said marriage was registered in Cook County, Illinois.

3. The parties were separated on August 28, 1986.

4. Two children have resulted from this marriage, namely, ERIN ELIZABETH TAMILLO, born September 19, 1980, age six, and ROBERT CHRISTOPHER TAMILLO, born October 26, 1982, age four. No children have been adopted by the parties and the Petitioner is not now pregnant.

5. Each of the parties is a fit and proper person to have the care, custody and control of the said minor children.

6. The Petitioner is 36 years of age, is employed at Allstate Insurance and lives in Mount Prospect, Illinois; the Respondent is 36 years of age, is employed at William Blair Realty Services and lives in Mount Prospect, Illinois.

7. Without cause or provocation by the Petitioner, the Respondent has been guilty of extreme and repeated mental cruelty toward the Petitioner.

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

9. That the parties hereto have entered into a marital settlement agreement dated December 23, 1986, concerning the question of the custody, visitation and support of the minor children of the parties, maintenance of the Petitioner, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire,

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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 by the parties, is not unconscionable, is fair, reasonable and equitable under the facts and circumstances of this case and is approved and reads as follows:

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M A R I T A L S E T T L E M E N T A G R E E M E N T

THIS AGREEMENT made December 23, 1986, at Mount Prospect, Illinois, by and between LA DEANNA JEAN TAMILLO (hereinafter referred to as "LA DEANNA" or the "wife" or the "mother") residing in Mount Prospect, Illinois, and MICHAEL B. TAMILLO (hereinafter referred to as "MICHAEL" or the "husband" or the "father") residing in Mount Prospect, Illinois.

W I T N E S S E T H

WHEREAS:

A. The parties were lawfully married on May 3, 1975, in the City of Wilmette, County of Cook, State of Illinois.

B. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated, and they now live separate and apart from each other.

C. Two children were born to the parties as the issues of this marriage, namely ERIN ELIZABETH TAMILLO, born September 19, 1980, age six, and ROBERT CHRISTOPHER TAMILLO, born October 26, 1982, age four. The parties have agreed that each is a fit and proper person to have the custody of the minor children. No children were adopted and LA DEANNA is not now pregnant.

D. The wife has filed against the husband an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois. The case is entitled LA DEANNA J. TAMILLO vs. MICHAEL B. TAMILLO.

E. The parties hereto consider it in their best interests to settle between themselves now and forever the matters of allowance for the wife and the husband, the matters of custody, support, medical and related needs and the education of the minor 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 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, 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. The wife has employed and had the benefit of counsel of ROBERT S. McDONOUGH, BRADSHAW & McDONOUGH, LTD., as her attorneys; the husband has employed and had the benefit of counsel of WILLIAM R. JACOBS II, WILLIAM R. JACOBS II & ASSOCIATES, as his attorneys. The parties acknowledge that each has fully informed the other 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.

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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 R T I C L E I

RIGHT OF ACTION

LA DEANNA 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 MICHAEL. MICHAEL 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 LA DEANNA.

A R T I C L E I I

CUSTODY OF CHILDREN

1. LA DEANNA and MICHAEL agree that each is a fit and proper person to have the custody of their minor children, ERIN ELIZABETH and ROBERT CHRISTOPHER, and have further agreed that it would be in the best interests of said minor children that the parties shall have joint custody. The primary residence of the children on weekdays will be with the mother, and the primary residence on weekends will be with the father.

The parties shall share, as equally as possible, the free time of the children on weekends, holidays, vacations and other available times, considering the schedules and commitments of the children and of each other.

2. Both LA DEANNA and MICHAEL 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 the children that will give the children the maximum feeling of security that may be possible. The parties shall further cooperate fully in implementing the visitation and vacation programs hereinabove set forth to accommodate the social and school commitments of the children.

3. Both LA DEANNA and MICHAEL 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.

4. The parties shall advise each other of any serious illness or injury suffered by the children as soon as possible after learning of the same; each party shall direct all doctors

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involved in the care and treatment of the children to give the other parent all information regarding any illness or injury of ERIN ELIZABETH and ROBERT CHRISTOPHER.

5. The parties shall consult with each other and include each other in all major decisions affecting the health, education and welfare of the children.

6. The parties have considered seriously the aforesaid custody provisions and determined that they are in the best interest of the children.

7. Both parents have the right to remove the children from the jurisdiction temporarily for vacations, so long as they return the children at the agreed time. Neither parent shall remove the children from Cook County, Staet of Illinois, permanently, except with written permission of the other parent or leave of court.

8. The Joint Parenting Agreement of the parties is attached hereto and made a part hereof.

9. Neither parent shall allow an unrelated adult of the opposite sex overnight while the children are present.

A R T I C L E I I I

SUPPORT OF CHILDREN AND RELATED MATTERS

1. Husband hereby agrees to pay wife \$650.00 as and for child support each and every month, commencing the fifteenth day of January, 1987. Husband shall also pay to wife as child support such amount as shall be computed by applying a monthly rate of \$650.00 from August 23, 1986, to December 31, 1986, less credit for such amounts already paid to the wife by the husband during said period of time as temporary child support and the sum of \$320.00 paid to the Children's Center by the husband.

2. The parties recognize that during the time the children are with MICHAEL the cost to LA DEANNA for the children's support will be diminished; however, this was contemplated when the total amount of support was determined and there shall be no abatement or diminution in child support payments at any time when MICHAEL is exercising his rights to visitation and the children are with him for that visitation period. MICHAEL shall receive credit toward his monthly support payment for any expenditures for the direct benefit of the children which have been previously approved by LA DEANNA and which are customarily the obligation of the parent receiving child support.

3. If LA DEANNA should for any reason fail to comply with the visitation provisions hereinbefore set forth in Article II of this Agreement, MICHAEL shall not be entitled to withhold from LA DEANNA any of the amounts due to her hereunder for child support or otherwise. Rights of visitation and rights of allowances

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shall be treated as independent covenants and enforced accordingly.

If MICHAEL should for any reason fail to comply with the support provisions hereinbefore set forth, it shall not be the basis for LA DEANNA to deny MICHAEL his rights of visitation. Rights of visitation and rights to support shall be treated as independent covenants and enforced accordingly.

4. MICHAEL'S obligations for the support of the children shall continue until the children each attain full emancipation as defined in Article VI of this Agreement.

A R T I C L E I V

MEDICAL, DENTAL, OPTICAL AND RELATED EXPENSES OF THE CHILDREN

1. Dependent coverage for health insurance on the children is now provided by the husband, and will continue to be through 1986. On January 1, 1987, when and in the event the same becomes available to the wife through her employment, the parties will cooperate to obtain such coverage at the lowest cost. The wife will pay any and all premiums on said coverage, and the husband will pay any and all deductible expenses for the children.

2. The parties shall provide each other with current identification cards in order to enable each other to identify the children's coverage under the hospital and medical insurance policy in effect at all times.

3. The husband shall be responsible for and pay for all ordinary and extraordinary medical expenses of the children, including, but not limited to, hospital, surgical, optical, orthodontial and dental care of the minor children which is not paid or reimbursed by dependent health insurance coverage, provided, however, the parties shall share equally any expense not paid or reimbursed by the dependent health insurance coverage relative to psychiatric or psychological care of the minor children. In the event of serious illness of one of the minor children or the need for hospital, surgical, optical, orthodontial, dental, psychiatric or psychological care, or extraordinary medical care, the parties shall consult each other before incurring expenses in any of those connections. It is understood by both parties that their obligation to consult each other before incurring expenses in any of those connections shall not apply in cases of emergency where the children's lives or health might be imperiled by delay.

4. The parties' obligation with respect to the children shall terminate when each child attains full emancipation as defined in Article VI of this Agreement.

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A R T I C L E V

EDUCATION OF CHILDREN AND RELATED MATTERS

1. In the event that either of the minor children has the desire and aptitude to attain a college education, each parent agrees to make a contribution toward the cost thereof, in keeping with his or her financial ability at the time thereof. This provision shall pertain only to a six-year time period, commencing upon the child's completion of the high school education and/or emancipation, but shall not extend to any period after the child's twenty-third birthday.

2. The decisions affecting the education of the children, 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 children.

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

4. The above and foregoing provisions of this Article V shall be modified now and hereafter to the extent that these provisions shall be governed by case law and statute at the time of eligibility.

A R T I C L E VI

EMANCIPATION EVENT

With respect to each child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time MICHAEL'S obligations for the child as detailed in this Agreement shall terminate:

A. The child's reaching majority, or completing high school or trade school, whichever shall last occur.

B. The child's marriage.

C. The child's having a permanent residence away from the permanent residence of the wife. A residence at boarding school or camp is not deemed a residence away from the permanent residence of the wife.

D. The child's death.

E. Entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon discharge from such armed forces and thereafter, as if such emancipation event by reason of that entry had not occurred.

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F. The child's engaging in full-time employment except that the child's engaging in full-time employment during vacation or summer periods. ~~or during the time allowed the child to complete college or professional school as set forth in Article VI herein shall not be deemed an emancipation event.~~ LJS MBT

G. A legal change of custody to the father.

ARTICLE VII

PROPERTY SETTLEMENT

1. Real Estate.

A. 508 South Elmhurst Road, Mount Prospect, Illinois.

The marital home of the parties located at 508 South Elmhurst Road, Mount Prospect, Illinois, is presently owned by the parties as joint tenants with the right of survivorship. The real estate is legally described in Exhibit "A" attached hereto and made a part hereof. The husband is granted the right of sole and exclusive possession of said residence. The wife shall quit claim to the husband all of her right, title and interest in said premises, and the husband shall pay to the wife for her interest in said marital residence the sum of \$13,000.00, and the wife shall accept said payment upon the following terms and conditions:

i. The husband shall execute a promissory note in form satisfactory to wife providing for payment of the sum of \$13,000.00 plus interest no later than the date on which both of the parties' children shall have reached majority or emancipation. The husband shall have the right of full prepayment at any time before the aforesaid deadline. The note shall provide for the accrual of interest at the rate then paid on passbook savings accounts at the Mount Prospect State Bank (or its successor) starting the first day of the sixty-first (61st) month following the effective date of this Agreement, with annual adjustment of the interest rate on each anniversary thereafter in accordance with the aforesaid index. Interest shall compound monthly.

ii. To secure the husband's note, he shall execute a mortgage on the real estate in form satisfactory to the wife, and said mortgage shall provide for the terms and conditions as described herein, and shall not be recorded.

iii. Payment in full shall be required upon the sale or transfer of the premises.

The husband shall assume sole responsibility for payment of the first mortgage and the second mortgage on the premises, taxes, insurance and all other liens and obligations attendant to ownership of said premises, and further he shall indemnify and

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hold the wife harmless from any loss or damage resulting from his failure to comply with this provision.

B. 541 East Lincoln Avenue, Mount Prospect, Illinois.

The property of the parties located at 541 East Lincoln Avenue, Mount Prospect, Illinois, is presently owned by the parties as joint tenants with the right of survivorship. The real estate is legally described in Exhibit "B" attached hereto and made a part hereof. The wife is granted the right of sole and exclusive possession of said residence. The husband shall quit claim to the wife all of his right, title and interest in said premises. The wife shall assume sole responsibility for repayment of the first mortgage on the premises, taxes, insurance, assessments and any obligations attendant to ownership, and shall indemnify and hold the husband harmless from any loss or damage resulting from her failure to comply with this provision.

2. Personal Property. The contents of said marital residence shall be divided between the parties as they agree.

3. Pension and Profit Sharing. Husband and wife agree that by execution and acceptance of this Agreement they do hereby reciprocally waive and release any and all rights either of them may henceforth have to claim any interest in the pension, profit sharing or other death benefit plans of the other.

The husband shall keep as his separate property, free and clear of any claim thereto by the wife, the individual retirements accounts totaling approximately \$20,000.00.

4. Motor Vehicles. The wife shall retain possession and ownership of that certain 1985 Volvo, free and clear of any claim of the husband. The wife shall assume full responsibility for repayment of the loan thereon, and shall indemnify and hold harmless the husband against any loss or damage thereon. The husband shall retain possession and ownership of that certain 1986 Volvo, free and clear of any claim of the wife. The husband shall assume full responsibility for repayment of the loan thereon, and shall indemnify and hold harmless the wife against any loss or damage thereon. The parties shall fully cooperate in the transfer of titles in compliance with this provision.

5. Cash and Current Assets. The parties covenant and agree that all cash and current assets have been divided between them by agreement and to their mutual satisfaction.

Those banks accounts of the children containing the funds given the children by MICHAEL'S parents will be retained by MICHAEL, as trustee for the children, and for the sole and exclusive benefit of the children.

6. Miscellaneous Personal Property. Except as otherwise provided herein and upon the Agreement becoming effective, each

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of the parties hereto shall keep as his or her sole property, free and clear of any interest held or claimed by the other of them, all of the personal property held or possessed by that party.

7. Life Insurance. The husband will retain ownership of all life insurance presently owned by him, and will be responsible for repayment of any and all loans thereon, and shall indemnify and hold the wife harmless thereunder. The husband will maintain life insurance on his life in an amount adequate to provide support and education for the minor children for so long as he has the obligation under this Agreement, but said amount shall not exceed \$100,000.00.

8. Debts. With the exception of the mortgage and automobile loans assumed by the wife as aforesaid, the husband shall accept full responsibility for repayment of all loans and debts outstanding at this time, and shall indemnify and hold harmless the wife against any loss or damage thereon.

9. Attorneys' Fees. The husband shall be responsible for and pay all of his own attorneys' fees and court costs. The husband shall be additionally responsible for and pay all of the wife's attorneys' fees and court costs in an amount not to exceed \$3,500.00. ~~The husband's obligation to the wife's attorneys shall be immediately due and payable upon entry of judgment, and the judgment shall be entered for such amount against the husband and in favor of the wife's attorneys.~~ *MBT* WIFE

10. Equality of Values. The aforesaid constitutes an approximately equal division of the marital property in accordance with the net fair market value and does not constitute a transfer. These transactions, therefore, are non-taxable, subject to no gains or losses recognized or chargeable against either spouse. It is further understood between the parties that this division is made in conformity with the Domestic Relations Tax Reform Act of 1984 (26 U.S.C.A. Sec. 1041, 1984).

A R T I C L E V I I I

MAINTENANCE

1. The husband agrees that by his acceptance of this Agreement he does hereby waive and release any and all right he may have to claim maintenance, alimony or support from the wife, hereby intending to waive and relinquish any and all rights he may now or may hereafter have in the nature of alimony or maintenance. The husband recognizes that this is a permanent and final waiver, and that he can no longer come into any court of competent jurisdiction and seek and obtain maintenance from the wife.

2. As and for maintenance and support of LA DEANNA, MICHAEL shall pay to LA DEANNA the sum of \$650.00 per month, in cash, commencing the first day of January, 1987, and on the first

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day of each and every month thereafter, for a period not to exceed twenty-six (26) months, subject to the following conditions and limitations:

A. These maintenance and support payments shall terminate on the first to occur of the following:

- i. LA DEANNA'S death. MICHAEL has no obligation to make such payments to LA DEANNA'S estate; or
- ii. LA DEANNA'S remarriage; or
- iii. LA DEANNA'S cohabitation with another person on a resident, continuing conjugal basis; or
- iv. MICHAEL'S death. MICHAEL'S estate shall not be burdened with the maintenance obligation specified herein; or
- v. February 28, 1989.

B. The parties have not and will not occupy the same household during the effective period of maintenance payments.

and that Michael owes temporary maintenance terminable by death of either party for 1986 in the sum of \$350

C. LA DEANNA agrees to furnish her social security number or other taxpayer identification number to MICHAEL for purposes of reporting maintenance payments on income tax returns.

paid by 12/31/86. NMB J.F.

D. With the exception of the aforesaid payments provided hereinabove, LA DEANNA agrees that by her acceptance of this Agreement she does hereby waive and release any and all right she may have to claim maintenance, alimony or support from MICHAEL, hereby intending to waive and relinquish any and all rights she might now or hereafter have in the nature of alimony or maintenance.

E. As to the payments provided for in this article to be made by MICHAEL to LA DEANNA, all of those payments will be includable in LA DEANNA'S gross income, pursuant to Section 71 of the Internal Code, and will be deductible by MICHAEL from his gross income, pursuant to Section 215 of the Internal Code, in determining the parties' respective taxable incomes.

3. Husband shall also pay to wife as maintenance such amount as shall be computed by applying a monthly rate of \$650.00 from August 23, 1986, to December 31, 1986, less credit for such amounts already paid to the wife during said time as temporary maintenance.

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ARTICLE IX

FAILURE TO COMPLY

In the event that either party willfully or unreasonably fails to duly perform their financial and other undertakings

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hereunder, and upon a finding thereof, and as a result the other party incurs any expenses, including legal fees, to enforce the provisions and terms of this Agreement, the party in default under this Agreement shall pay all such expenses and shall indemnify the other party against and hold said party harmless from any such expenses they may incur.

A R T I C L E X

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, shall 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 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 all documents required for transfer of real estate hereunder, the parties designate any judge or associate judge of the Circuit Court of Cook County, 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 quit claim and grant to the other his or her heirs, personal representatives and assigns, all rights of maintenance (except as hereinbefore provided), dower, inheritance, descent, distribution, community interest and all other right, title claim, interest and estate as husband and 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, or against the property and assets of the other, real, personal or mixed, of 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, for the purpose of enforcing any or all of the rights relinquished under this Agreement; and further agree that in the

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event any suit shall be commenced, this release, when placed, shall be and constitute a complete defense to any such claim or suit so instituted by either party hereto; and agrees to execute, acknowledge and deliver at the request of the other party his or her 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 required 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 the provisions of this Agreement, or the rights of either party under this Agreement.

3. Waiver of Estate Claim. Except as otherwise provided herein, 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 rights 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 that the husband or wife at any time hereafter obtains a dissolution in the case presently pending between them, this Agreement and all of its provisions shall be incorporated into any such judgment for dissolution, either directly or by reference, but in no event shall this Agreement be effective or of any validity unless a judgment for divorce is entered in the pending case brought on by the wife and referred to hereinbefore. The court on entry of the judgment for dissolution 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.

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

La Deanna Jean Tamillo
LA DEANNA JEAN TAMILLO

Michael B Tamillo
MICHAEL B. TAMILLO

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EXHIBIT "A"

508 SOUTH ELMHURST ROAD, MOUNT PROSPECT, ILLINOIS

The South half of Lot 5 and the North half of Lot 6 in Block 6 in Prospect Park Country Club Subdivision, being a Subdivision of the South East quarter of Section 11 and the South 15 acres of the East half of the North East quarter of Section 11, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 08-11-420-015-0000

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EXHIBIT "B"

541 EAST LINCOLN AVENUE, MOUNT PROSPECT, ILLINOIS

ITEM 1

Unit 541 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 18th day of June, 1973, as Document Number 2698574.

ITEM 2

An undivided 2% interest (except the units delineated and described in said survey) in and to the following described premises:

Lots one (1) to ten (10), both inclusive, in Judith Ann Serafine's Resubdivision of Lots two (2) and four (4) in Gleich's Industrial Park, being a Subdivision of part of the West half (1/2) of the Northeast quarter (1/4) and part of the West half (1/2) of the Southeast quarter (1/4) of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian.

PERMANENT INDEX NUMBER: 03-12-227-019-1046 *DM*

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JOINT PARENTING AGREEMENT

The following is submitted to the Court by agreement of the husband and wife herein as a proposed plan for the sharing of custodial and child care responsibilities pursuant to the purposes of the Illinois Marriage and Dissolution of Marriage Act as set forth in Section 102 thereof and in accordance with the procedures set forth in Section 602 of that Act. The terms of the parties' proposed plan which will be incorporated in a subsequent Judgment for Dissolution are as follows:

1. It is acknowledged that both parties are fit and proper parents to have the care, custody, control and education of the minor children of the parties, ERIN ELIZABETH TAMILLO, born September 19, 1980, age six, and ROBERT CHRISTOPHER TAMILLO, born October 26, 1982, age four. The parties therefore agree that they shall have the joint custody of the children, ~~and that the place of principal residence for the children shall be with the wife, for purposes of legal residence.~~ *MOT 3/9/1*

2. Both parties shall actively participate in raising and guiding the children and to that end shall share all information in connection with medical, dental and psychological needs as well as the children's education and progress in school. Medical and school records for the children shall be made available to both parents and each of them shall be notified of consultations and invited to confer with teachers, counselors or medical professionals concerning their education and health care.

3. Both parents acknowledge that in matters of major concern including, but not by way of limitation, education, religious training, extraordinary medical care and extra-curricular activities the parties will consult with each other and make every effort to reach vital decisions jointly. When the children are in her physical possession, the wife shall apprise the husband of the necessity of making such a vital decision and the husband shall do likewise when the need for a decision arises while the children are in his physical possession. In case of emergency, where time does not allow consultation with the other parent, the parent with physical possession of the child shall take whatever emergency action is necessary to meet the health care or other need. As soon as possible thereafter, the parent making such an emergency decision will advise the other parent of same.

4. In the event the parties cannot agree as to a vital decision affecting the welfare of the children, the Circuit Court of Cook County, Illinois, shall retain continuing jurisdiction to adjudicate any disputed issue. The parties agree by this order, however, to submit any such disputed issue for resolution by an impartial mediator, a licensed family counselor, mutually agreed upon, before applying to the Court for relief. In the event the parties cannot agree as to the mediator or if the mediation is unsuccessful, a Court proceeding may be ~~started~~ *started* by either party. The parties agree to share equally the cost of the mediator. If

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the mediation is unsuccessful, the cost of the mediator may be included in a petition for fees and costs in connection with any enforcement or modification proceeding.

5. The parties agree that neither parent will permanently remove the residence of a child from the County of Cook and State of Illinois without the written agreement of the other parent or permission of the Court based on the best interest and welfare of the children.

6. The husband's support for the minor children of the parties shall be as per Articles III, IV, V and VI of the Marital Settlement Agreement.

7. LA DEANNA and MICHAEL shall notify each other of the children's activities and social involvements, such as school conferences, programs, athletic events, etc., and both parents' attendance is encouraged and welcomed.

Each parent shall advise the other in advance concerning specific vacation plans, including dates, destination, duration and companions.

8. Either parent who wishes to subsequently modify this Agreement shall submit the proposed modification to the other parent in writing and the parties shall consult before any mediation or Court action is undertaken.

The parties hereto on behalf of their minor children respectfully submit the foregoing Joint Parenting Agreement for this Court's approval and incorporation into the Judgment for Dissolution of Marriage to be entered herein.

DATE: December 23, 1986

La Deanna Jean Tamillo
LA DEANNA JEAN TAMILLO

Michael B. Tamillo
MICHAEL B. TAMILLO

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The Court has examined, reviewed and considered the above set forth agreement entered by and between the parties hereto and it is in all respects hereby approved by this Court.

WHEREFORE, on the motion of the Petitioner, it is hereby ordered:

A. That a Judgment for Dissolution of Marriage is hereby granted to the Petitioner and the Respondent, and that said marriage is hereby terminated and that they are both freed from the bonds and obligations thereof.

B. The parties are hereby awarded joint custody of the minor children of the parties.

C. That the marital settlement agreement between the parties dated December 23, 1986, and hereinabove set forth in full, is made a 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 said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform the terms of said agreements.

D. Each of the parties hereto will, promptly upon demand of 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.

E. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all of the terms of this Judgment

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and the terms and provisions of the agreement incorporated herein.

F. The Petitioner is granted leave to resume use of her maiden name, LA DEANNA JEAN RICHARDSON.

ENTER:

Loralee K. Bellows

JUDGE

DATE: _____

ROBERT S. McDONOUGH
BRADSHAW & McDONOUGH, LTD.
Attorneys for Petitioner
550 Pennsylvania Avenue
Glen Ellyn, Illinois 60137
312/858-7780
Attorney Number 25662

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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]

in a certain cause lately pending in said Court, between LA DEANNA JEAN TAMILLO plaintiff/petitioner and MICHAEL B. TAMILLO defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this 19th day of FEBRUARY 19 87

[Signature of Morgan M. Finley] Clerk

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Robert S. McDonough
550 Pennsy Ivania
Glen Ellyn IL 60137

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No.
Register of Tenders File
HARRY 'BUS' YOUSSELL
MEHALOS

MAIL TO

(10-8) CDDC