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I HEREBY CERTIFY THAT the foregoing is a true and correct copy of the record as made from the original certificate for the person named therein and that this certificate was established and filed with the Department of Public Health in accordance with the statutes of Illinois.

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FEBRUARY 13, 1987

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STATE OF ILLINOIS

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COUNTY OF DU PAGE

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

IN RE THE MARRIAGE OF

RUTH A. EVANS,

Plaintiff

and

No. 85 D 4423

ROBERT O EVANS,

Defendant

AGREED ORDER

THIS MATTER coming on to be heard upon Motion of the Plaintiff, RUTH A. EVAMS, to vacate the Judgment entered herein, upon due and proper notice, the Court being fully advised in the premises, THE COURT FINDS:

1. That the Defendant, ROBERT O. EVANS, died on October 7, 1986 prior to the entry of Judgment narein.

IT 18 THEREFORE ORDERED that the Judgment entered herein be and is hereby declared null and void, said Judgment being vacated.

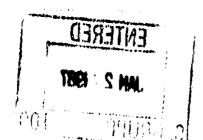
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DATE

TERRY P. ELAND, LTD. (#20427) 125 S. BLOOMINGDALE ROAD BLOOMINGDALE, ILLINOIS 60108 893-4220

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UNITED STATES OF AMERICA

STATE OF ILLINOIS,

PLEAS, before the Honorable	ounty, in the State of Illin October	14,
Court, at the Court House in said County, and State,		
in the year of our Lord, one thousand nine hundred t		·
of the United States of America, the two hundredth a	PRESENT: - The Honorabl	LOUIS J. HYDE Judge of the Circuit Court of Cook County.
Ox	RICHARD M	. DALEY, State's Attorney
i C	RICHARD J.	ELROD, Sheriff
Attest: MORGAN M. FINLEY, Clork.	RICHARD J.	3595227 974'S Office

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STATE OF ILLINOIS)
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COUNTY OF COOK)

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

8001

IN RE THE MARRIAGE OF:

RUTH A. EVANS,

Plaintiff

Va.

NO. 85 D 4423

CERT O. EVAIS.

Defendant

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE having come on for hearing upon Stipulation of Default, and the Court having heard the testimony in open court of the Plaintiff in support of the allegations contained in her Petition For Dissolution of Marriage; and the court having transidered all the evidence and now being fully advised in the premises, FINDS:

- 1. That this Court has jurisdiction of the parties hereto and of the subject matter hereof.
- 2. That both parties at the time this action was commenced were of legal age and were domiciled in the State of Tilinois and the domicile has been maintained in excess of ninety (90) days next preceding the filing of this cause of action.
 - 3. That the parties were married on November 18, 1966, and

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said marriage was registered in the City of St. Paul, State of Minnesota.

- 4. That there were two (2) children born as a result of this marriage; that no children were adopted by the parties and the Plaintiff is not now pregnant.
- 5. That without cause or provocation by the Plaintiff, the Defendant has been guilty of extreme and repeated mental cruelty toward the Flaintiff.
- 6. That the Plaintiff has proved the marital allegations of her Petition for Dissolution of Marriage by substantial, competent and relevant evidence; and that a Judgment of Dissolution of Marriage should be entered herein.
- 7. That the parties hereto have entered into a written Agreement dated April 21, 1986, concerning the questions of the respective rights of each party in and to the custody, support, property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which Agreement has been presented to this Court for its consideration. Said Agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this Court; and said Agreement is incorporated herein.

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Proposition for

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made TORIL Z/ 1986, in Du Page County, Illinois by and between RUTH A. EVANS, hereinafter referred as Wife residing in Hanover Park, Illinois and ROBERT O. EVANS, hereinafter referred to as Husband, residing in Hanover Park, Illinois.

The parties were lawfully married on November 18, 1966 in the City of St. Paul. State of Minnesota.

Irreconcilable difficulties and difficulties have arisen between the parties as a result of which they no longer reside as Husband and wife.

That tiese two (2) children born to the parties as a result of the marriage, namely: CYDNEE, born February 4, 1970, age 16 years and JOSEPH, born June 2, 1972, age 13 years. No other children were born or adopted by the parties as a result of this marriage, and the Wife is not now pregnant.

The Wife has filed (gainst the Husband, an action for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Divaision under Docket Number 85 D 4423, entitled 1% RE THE MARRIAGE OF RUTH A. EVANS, Plaintiff and ROBERT O. EVANS, Defendant, and that case remains pending and undetermined.

The parties hereto consider it in their best interest to settle between themselves now and forever, the matter of maintenance for the Wife and Husband and to fully settle rights of property of the parties, other rights growing out of the marital and any other relationship now or previously existing between them and to settle any 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 owned or which may hereafter be acquired by either of them, or any rights or claims in and to the estate of the other.

The Wife has had the benefit of counsel of TERRY P. ELAND, LTD, and the Husband has entered his appearance pro se; and each party has had the benefit of advice, investigation and recommendations with reference to the subject matter of this Agreement.

The parties ackowledge 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 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 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:

ARTICLE I RIGHT OF ACTION

- 1. This Agreement is not one to obtain or stimulate a Dissolution of Marriage.
- 2. The Husband reserves the right to prosecute any action for Dissolution of Marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by the Wife. The Wife reserves the right to prosecute any action for Dissolution of Marriage which has been brought by the Husband.

ARTICLE II CHILD CUSTODY AND VISITATION

The Wife shall have the sole care, curtody, control and education of the minor children of the parties. The Musband shall have the rights of reasonable visitation with the said children upon reasonable notice to the Wife,

ARTICLE III EDUCATION

That the parties shall contribute to the children's college educational expenses equally, based upon the children's aptitude and the parties' ability to pay for said college educational expenses.

ARTICLE IV MAINTENANCE

Husband waives any rights he may have regarding



maintenance from the Wife and the Wife walves any rights she may have regarding maintenance from the Husband.

ARTICLE V HOSPITALIZATION AND MEDICAL INSURANCE COVERAGE FOR THE CHILDREN AND EXRAORDINARY MEDICAL EXPENSES

The husband shall pay for the hospital, surgical, optical or orthondonture care and for the extraordinary medical and dental care of the children. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, operations, and services rendered as a result of serious illness, or as a result of serious Inesses requiring hospitalization or extended medical care, but shall not include routine checkups, minor ailments, drug supplies (except if required in the treatment of serious illness) dental prophylaxis and the like and any such expenses which exceeds \$40.00 per visit. In the event of a serious illness of the children, or the need for hospital, surgical, optical or orthodontic or extraordinary medical or dental care, the Wife shall consult the Husband before incurring expenses in any of those connections. Old is understood by both parties that the Wife's obligation to consult with the Husband shall not apply in cases of grave emergency where the child's life might be imperiled by delay. If the parties cannot agree as to whether expense is extraordinary, then a Court of competent jurisdiction shall make such a decisio, upon proper notice and perition, even after said expense is incurred. The Husband's obligations with respect to the children shall terminate upon the occurrence of any of the following:

- A. Upon the children attaining the age of 21, contemplating college school education as here-inbefore detailed, whichever shall last occur;
- B. The child's marriage; or
- C. The child's death.

ARTICLE VI LIFE INSURANCE

That the Husband shall name the children as irrevocable

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boneficiaries on his current life insurance policy or policies of at least \$100,000.00 and shall pay all premiums when due; not borrow against said policy and tender to Wife proof of payments annually and proof that beneficiary designation has been made. Husband's obligations under this Paragraph shall terminate in accordance with the occurrences listed in Article V of this Agreement.

ARTICLE VII INCOME TAXES

The Husband shall have the right to claim as and for Federal and State Income tax purposes, the minor child, JOSEPH as his exemption. The Wife shall have the right to claim as and for Federal and State Income tax purposes, the minor child, CYDNEE, as her exemption.

ARTICLE VIII PERSONAL PROPERTY

Each party shall have as their sole and exclusive property, all bank accounts, rest and personal property now held by that party in his or her name, and any personal property which has been previously divided among the parties.

ARTICLE IN CHILD SUFFORT

That the Husband shall pay to the Wife as and for child support, the sum of \$734.00 per month. Said child support shall commence March 1, 1985 and shall continue intly the youngest child of the parties attains the age of eighteer (18) years or is otherwise emancipated; provided, however, that in the event either child is attending college and resides with the Wife, that in such event, said support shall continue for that child during the months that child is residing with the Wife. In no event shall child support be paid for either child after said shild attains the age of twenty-two (22) years.

ARTICLE X PENSION PLAN

That the Wife shall release, quit claim and relinquish to the Husband, all of her right, title and interest in and to his pension plan:

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DEBTS AND OBLIGATIONS

That the Husband shall be responsible for and pay all marital debts prior to the date of separation, including Master Charge, Penney's and Sears and shall indemnify and hold Wife harmless from same.

ARTICLE XII MARITAL RESIDENCE

That the Wife shall have the sole and exclusive possession of the marital home commonly known as 2030 Walnut Avenue, Hanover Park, Illinois, and any and all benefits or income therefrom, until the voungest child of the parties attains the age of eighteen (13) years. Wife shall indemnify and hold the Husband harmless from all real estate taxes, utilities, ordinary maintenance and mortgage payments. The cost of major repairs are to be divided evenly between the parties. Upon the youngest child of the parties attaining the age of eighteen (18) years, the marital home shall be placed on the market for sale and the Wife shall use her best afforts to effectuate a sale of said residence. The parties have obtained an appraisal of the residence and agree and stipulate that the value of suid residence on March 1, 1985 and on the date hereof is \$69,900.00, and that said value has been used to determine the Husband's interest in said residence. The fallowing shall be deducted from said amount:

- a. 7% for anticipated broker's commission;
- b. \$150,00 for cost of a survey;
- c. \$500.00 for the cost of title charges;
- d. \$300,00 for the cost of attorney's fees;
- e. \$1.00 per thousand of the purchase price for Revenue Stamps;
- f. The existing mortgage balance as of America 1965

and in addition, an amount which is equivalent to the difference between the taxes from January 1, 1984 through March 1, 1985 (based upon the 1984 tax hill) and the amount actually in the tax escrow at the lender on March 1, 1985. The amount calculated by making these deductions shall be multiplied by 50% and said

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amount is hereby determined as the amount to be received by the Husband from the proceeds of the sale at the time the residence is in fact sold; provided, however, that in the event the residence is ultimately sold pursuant to FHA or VA financing, or otherwise incurring payment of points, services charges or other lender fees associated therewith, the Husband shall pay 50% of any such points or charges from his portion or from the amount otherwise to be paid to him as set forth above.

ARTICLE XIII MARITAL PROPERTY

That the Wife shall receive as her sole and exclusive property the 1983 Chrysler automobile and shall indemnify and hold the Musband harmless from any liens against the said automobile.

ATTORNEYS' FEES AND COSTS

Each party shall be responsible for his or her own attorners' fees and costs incurred in the cause of action.

ARTICLE VY GENERAL PROVISIONS

1. Each of the parties, his or her heirs, executors or administrators, upon demand of the other at any time hereafter, shall execute and deliver to the other party, all instruments and

documents as may be designated herein or as may be reasonably necessary to make effective the provision of this Apreement, and to release his or her respective interest in any property (real or personal), belonging to or awarded to the other, the intention being that the property settlement provided for in this Agreement shall constitute a complete adjustment of the property rights of the parties hereto.

2. Except as otherwise provided herein, each of the parties hereto does hereby forever relinquish, release, waive and quit claim to the other party hereto, all property rights and claims which he or she now has or may hereafter have, as husband, wife, widower, widow or otherwise, or by reason of the marital relation now existing between the parties hereto or by virtue of any present or future law of the State or of the United States of America or of any country, in or to, or against the property of

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the other party or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees for himself and herself and his or her heirs, executors, administrators, and assigns that he or she will never at any time hereafter sue the other party of his or her heirs, executors, administrators or assigns for the purpose of anforcing any of the rights relinquished under this paragraph.

3. In the event either Husband or Wife at any time nateafter obtains a Dissolution of Marriage in the cause 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, but 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 brought by the Wife and 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 this Agreement.

IN WITNESS WHERECE the Wife, RUTH A. EVANS, and the Husband, ROBERT O. EVANS, have hereunto set their respective hands and seals the day and year Tirst above written.

RUTH A. BUNS

ROBERT O. EVANS

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all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

- F. Any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatsoever kind and nature and wheresoever situated, including, but not limited by, homestead, succession and inheritance, arising out of the marital relationship or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid Agreement, is forever barred and terminated.
- G. Each of the parties shall indemnify the other and hold the other harmless, including reasonable attorneys' fees and court costs for any obligations undertaken but not fulfilled as required hereunder, including payments assessed pursuant to said Agreement.
- H. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the Agreement made in writing between the parties hereto dated April 21, 1986, as hereinabove set forth.

ENTER:

-JUDUE

TERRY P. ELAND, LTD. (#20427) 125 SOUTH BLOOMINGDALE ROAD BLOOMINGDALE, ILLINOIS 60108 893-4220

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in a certain cause lately pending in said	Court, between		
RUTH A. B	EVANS	plaint	iff/petitioner
ROBERT O.	. EVANS		
and v.,.,		de en de la compania	
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		• \	' '
!	the seal of said Cour	t, in said County, this . 23rd .	
	day of	January,	19.87
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