

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

BONNIE COOKE

v.

HEZZIE COOKE

NO. 79 D 26776

AGREED ORDER

THIS CAUSE coming on to be heard upon the motion of the parties to modify the judgment pertaining to the disposition of the real estate commonly known as 9627 S. Racine Avenue, Chicago, Illinois, the parties and their counsel being in agreement, and the Court being advised in the premises;

IT IS HEREBY ORDERED

1) That part of the Judgment for Dissolution of Marriage entered on October 7, 1980 requiring the parties to convey the real estate commonly known as 9627 S. Racine, Chicago, Illinois into a Land Trust with 75% of the beneficial interest to Bonnie Cooke and 25% to Hezzie Cooke is hereby modified and the parties may dispose of said real estate in any manner that is agreeable to both of them.

ENTERED
MAR 27 1981
JAMES G. DONEGAN

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Atty No.

Name Richard D. Boonstra
Attorney for Petitioner
Address 221 N. LaSalle, Ste. 1200
City Chicago, IL 60601
Telephone (312) 332-2828

BONNIE COOKE
by *[Signature]*
Richard D. Boonstra, her atty

HEZZIE COOKE
by *[Signature]*
Gary Hokio, his atty.

ENTER:

[Signature]
Judge
copy
Judge's No.

MORGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

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WILLIAM S. MORAN

CLERK OF COOK COUNTY

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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:

.....
.....
.....
.....
.....

in a certain cause lately pending in said Court, between

..... BONNIE W. COOKE plaintiff/petitioner
and HEZZIE L. COOKE defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed

the seal of said Court, in said County, this 18th

day of March, 1987

Morgan M. Finley Clerk

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PLACITA JUDGMENT

0 3 8 0 3 5 6 73

(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

ss.

BENJAMIN J. KANTER

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
October 7,
80
in the year of our Lord, one thousand nine hundred and and of the Independence
of the United States of America, the two hundredth and
fifth

BENJAMIN J. KANTER

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

BERNARD J. CAREY,
~~RICHARD M. DALEY~~, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

ENTERED
CLERK OF THE CIRCUIT
MORGAN M. SMITH
OCT 7 1980
JUDGE BENJAMIN J. K.
COUNTY CLERK

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

IN RE THE MARRIAGE OF
BONNIE W. COOKE,
PETITIONER,
AND
HEZZIE L. COOKE,
RESPONDENT.

NO. 79 D 26776

JUDGMENT FOR DISSOLUTION
OF MARRIAGE

This cause coming on to be heard upon the Petition of the Petitioner for Dissolution of Marriage,, the Petitioner being personally present in open Court and being represented by PATRICK A. PARISI, PATRICK A. PARISI AND ASSOCIATES, LTD., her Counsel, and the Respondent, being personally present in open Court and being represented by GARY S. HOKIN, HOKIN, MELBER & GULD, his counsel, and said counsel having filed his Appearance and Response on behalf of Respondent, and this matter having proceeded to a hearing on said pleadings, and the Court having heard the testimony of the Petitioner and the Respondent, and the Court being fully advised in the premises, FINDS:

1. Petitioner, BONNIE W. COOKE, Thirty-Four (34) years of age, was domiciled in the State of Illinois, at the

Read order attached

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time this action was commenced and that domicile and residency has been maintained by BONNIE W. COOKE, for the ninety (90) days immediately preceding the making of the findings herein and this Court has jurisdiction of the parties hereto, and the subject matter hereof;

2. Petitioner and Respondent were married on April 10, 1969 at Chicago, Illinois, and said marriage is registered with the County of Cook and State of Illinois at Chicago, Illinois;

3. As the result of this marriage, one (1) child was born to the parties, namely:

DARYL BERTRAN COOKE, born December 10, 1972.

During the course of this marriage, Respondent adopted the following children of Petitioner, namely:

RHONDA MARIE COOKE, born June 20, 1965; and

BRYAN EUGENE COOKE, born July 15, 1966.

No other children were ever adopted during the course of this marriage, and the Petitioner is not now pregnant.

4. It is in the best interest of the minor children of the parties that the Petitioner, BONNIE W. COOKE, be awarded the sole care, custody, control and education of the parties' minor children;

5. The Respondent, HEZZIE L. COOKE, has been guilty of extreme and repeated mental cruelty toward the Petitioner without cause or provocation on the Petitioner's part;

6. The Petitioner and Respondent on August 5, 1980 entered into an oral Property Settlement providing for settlement of the matters relating to the support of the parties'

minor children, the maintenance of the parties herein, and for the settlement of the parties' property rights. The Agreement of the parties as presented to the Court in the parties' testimony has been reduced to writing and is in words and figures as follows:

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No other children were ever adopted during the course of this marriage and the Wife is not now pregnant; and

That irreconcilable differences have arisen between the parties, who are now and have been estranged from each other and living apart as Husband and Wife, since August 27, 1979, at which time the parties ceased to cohabit and live together as Husband and Wife, even though the parties continued for a time to occupy a common residence in separate quarters; and,

That the Wife 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. 79 D 26776 entitled "In Re the Marriage of Bonnie W. Cooke, Petitioner, and Hezzie L. Cooke, Respondent", and that the Husband has filed a response thereto and that this case is pending and undetermined; and

That the parties hereby consider it to be in their best interests to settle between themselves now and forever their respective rights of property, dower rights, homestead rights, rights to support and any and all other rights of property 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 against the other, and all right of any kind, nature and description, which either of them now has or may hereafter have or claim to have, in and to the property of every kind, nature and description, real, personal and mixed, now owned or which may hereafter be acquired by either of them; and,

That the Wife is represented by PATRICK A. PARISI, PATRICK A. PARISI AND ASSOCIATES, LTD., and the Husband is represented by GARY S. HOKIN, HOKIN, MELBER & GULD, and the parties have had the benefit of consultation with their respective counsel before entering into this Agreement; and,

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That each party has made a full disclosure to the other of all property 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 relation thereto.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable considerations, hereto expressed, the parties agree as follows:

1. That the Husband shall pay to the Wife for the support of the parties' minor/dependent children an amount which shall equate to Thirty-five percent (35%) of Husband's net take-home pay based on Husband working one job as a Distribution Clerk at the United States Post office Branch in Chicago, Illinois, which amount until further order of Court shall be the sum of FOUR HUNDRED DOLLARS (\$400.00) per month, to be paid in equal installments on the first (1st) and fifteenth (15th) day of each and every month through the Clerk of the Circuit Court of Cook County, Illinois - County Department - Chancery Divorce Division. Net take-home pay for purposes of this provision shall be the Husband's gross pay less federal and state withholding tax, retirement/FICA withholding, and health insurance premiums for the children.

The above stated child support hereinbefore set forth shall commence on the fifteenth (15th) day of August, 1980 or upon entry of the Judgment for Dissolution of Marriage in the above-entitled case, whichever occurs first, and continue month-to-month hereafter until further order of Court; provided, however, that the amount of said support allowance as now established shall terminate upon the occurrence of any of the following events:

- 1) A child attaining majority or completing his or her

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high school education, whichever last occurs;

ii) The death of a child;

iii) The marriage of a child, whether said marriage is later annulled or dissolved in any way whatsoever; and

iv) If a child becomes emancipated or voluntarily leaves the home of the custodial parent.

2. The parties agree that upon the occurrence of any of the events described in i) through iv) above, the child support shall decrease to Twenty-Seven percent (27%) of Husband's net take-home pay at the time of the first such event to occur; and shall decrease to twenty percent (20%) of Husband's net take-home pay at the time of the second such event to occur;

3. That Husband and Wife have caused the property commonly known as 240 Ellis, Glenwood, Illinois, to be listed for sale, said property being owned by Husband and Wife as joint tenants with right of survivorship and not as tenants in common and legally described as follows:

Lot 153 in Brookwood Point Number 2,
being a subdivision of part of the
North West 1/4 of Section 11, Township
35 North, Range 14, East of the Third
Principal Meridian, in Cook County,
Illinois.

Upon conveyance of said property by Husband and Wife, the following shall be paid from the proceeds of sale:

- A real estate broker's commission;
- Attorneys fees related to the sale of the property;
- Payoff of the first mortgage loan against said property including all penalties, interest and arrearages which may have accrued;
- Title expenses related to the sale of said property;
- Cost of a new survey, if required by the terms of of the Real Estate Sale Contract;
- County and State Revenue Stamps;
- Costs related to Village Inspections, removal of title objections, etc.;
- So much or all of the second mortgage loan of Harris Mortgage Corp. as is possible to retire with the proceeds of sale.

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Should there be excess sale proceeds after the payment of all of the items enumerated above, the parties shall divide the remaining net proceeds of sale equally;

4. That Husband and Wife shall convey or cause to be conveyed title to an income property consisting of a two (2) flat building and a separate single family residential cottage, title to which is in joint tenancy with right of survivorship and not as tenants in common, and which property is legally described as follows:

Lot 14 (except the South 10 feet) and the South 18 feet of Lot 15 in Block 3 in Hett, Lynch and Welp's Vincennes Avenue Addition to Washington Heights, a subdivision of that part of the Northeast Quarter (NE 1/4) of Section 8, Township 37 North, Range 14, East of the Third Principal Meridian, lying West of the Chicago Rock Island and Pacific Railroad, in Cook County, Illinois.

into a land trust at a mutually agreed institution having land trust powers, the beneficial interest of said trust to be as follows:

-- BONNIE W. COOKE, divorced and not remarried, as to an undivided SEVENTY-FIVE PERCENT (75%) interest in said property; and,

-- HEZZIE L. COOKE, divorced and not remarried, as to an undivided TWENTY-FIVE PERCENT (25%) interest in said property;

The cost of setting up said trust shall be borne equally by the parties hereto.

Wife shall be responsible for collecting the rents, paying the bills, maintaining the property and accounting to Husband for cash receipts and disbursements on an annual basis within thirty (30) days from December 31 of each and every year until further order of Court.

Wife shall not undertake any major repairs or improvements on said income property without first advising Husband in writing of her plans to do so. However, upkeep and

maintenance of the property shall be solely the responsibility of Wife.

Within thirty (30) days from the date Wife mails to Husband, the annual accounting of cash receipts and disbursements, Wife shall pay to Husband or Husband shall pay to Wife Twenty-Five Percent (25%) of the net proceeds or net losses of operation for the previous year. Failure by either party to pay the other said amount, shall constitute grounds for holding said non-complying party in contempt of Court which violation shall be punishable in the discretion of this Court.

Should Wife ever utilize any income unit of said property as her place of residence, she shall pay rent in an appropriate amount for said unit.

The income property shall be sold on the first to occur of any of the following events:

-- The youngest living child of the parties reaching his eighteenth (18th) birthday or completing high school, whichever last occurs;

-- Marriage of Wife while utilizing said property as her exclusive place of residence; and

-- Wife utilizing said property as her exclusive place of residence while co-habiting with a male to whom she is not married.

At the time of sale of said property, Wife shall receive as credits, and Husband's Twenty-Five Percent (25%) interest in said property shall be reduced by the following:

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-- SEVEN HUNDRED FIFTY DOLLARS (\$750.00),, said amount being the child support arrearage of Husband, which amount was reduced to Judgment on May 16, 1980 unless said amount is earlier voluntarily paid by Husband.

5. That the Wife shall receive as her sole and exclusive property the following items:

-- All furniture, furnishings, fixtures and household effects located in the property commonly known as 240 Ellis, Glenwood, Illinois, with the exception of those items mentioned in 6a below, including, but not limited to the following:

A geometric table lamp and the lawnmower;

-- The 1978 Buick Electra 225 automobile and the responsibility for any outstanding balance which may still be owed on said vehicle;

6. That Husband shall receive as his sole and exclusive property, the following items:

A. Items from the property commonly known as 240 Ellis, Glenwood, Illinois as follows:

- Kirby vacuum cleaner;
- Handy Butler;
- Geometric lamp;
- Den couch;
- Master bedroom set;
- Abstract painting in dining room;
- Trumpet;
- Car radios;
- Power tools and other tools with the exception of a basic tool set which shall be left for Wife;
- Miscellaneous car parts;

B. Redemptive rights, if any, to the 1977 Buick Riviera automobile;

C. All retirement benefits which may have accrued to Husband through the date of this Agreement resulting from his employment with the United States Post Office, Chicago, Illinois Branch;

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7. That Husband and Wife agree to hold each other harmless and indemnify each other from any loss, cost or liability, financial obligation whatsoever concerning bills arising after the date of separation or bills standing in either party's name incurred prior to the date of separation which the parties agree shall become the exclusive responsibility of the party whose name is listed on the debt.

8. That both Husband and Wife waive any and all right to maintenance -- past, present and future;

9. That the Wife shall have the sole care, custody, control and education of the minor/dependent children of the parties and that Husband shall have the most reasonable and liberal visitation rights possible with said children as follows:

A. Alternate weekends beginning on Friday evening at approximately 6:30 p.m. and continuing through the weekend until 8:00 p.m. Sunday evening beginning with the first weekend following the entry of the Judgment for Dissolution of Marriage unless otherwise mutually agreed by the parties. Husband shall inform Wife at the beginning of each visitation period of his planned activities for said visitation period, the whereabouts of the children, and the time for their return;

B. An extended period of visitation with the children every Summer after the beginning of the Summer recess vacation period for a period not to exceed four (4) consecutive weeks unless otherwise mutually agreed by the parties upon thirty (30) days written notice to Wife, which notice shall specify where the children will be during said visitation period and the nature of the activities they will be engaged in so Wife can properly prepare for said visitation.

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C. On the following alternate holidays, unless otherwise mutually agreed by the parties:

Halloween;
Thanksgiving;
Christmas Eve;
Christmas Day;
Easter;
Mother's Day;
Memorial Day;
Father's Day;
Fourth of July;
Labor Day;

In addition, the parties shall have visitation with the children on the child's birthday on alternate years unless otherwise mutually agreed.

10. That if a minor child of the parties shall have the ability or desire to attend college or a post-secondary educational institution and should elect to do so, the parties hereto agree to contribute toward the child's reasonable educational related expenses, including books, tuition, fees and room and board, etc., based on each of the party's ability to pay at the time when said expenditures are required. However, the parties' responsibility in this regard shall cease and terminate for a child for any of the following reasons:

i. The child attaining the age of twenty-two (22) years, or completing his or her college or post-secondary education, whichever occurs first;

ii. The death of the child;

iii. The marriage of the child whether the said marriage is later annulled or dissolved in any way whatsoever.

11. That while the Husband is paying for the support of the parties' minor children, he shall maintain in full force and effect the hospitalization policy covering the major medical needs of the children similar in scope and coverage to his

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present major medical plan with the United States Post Office. Husband shall provide Wife with an identification card for any such hospitalization policy.

12. Husband shall pay all extraordinary medical, dental, hospital, surgical, optical, psychiatric, psychological, and orthodontic care of the children not covered by his insurance, or any health insurance which the Wife may have by virtue of her employment. The term "extraordinary" as used herein shall include, but not by way of limitation, all teeth straightening, major dental work, eyeglasses, operations and services rendered as a result of serious accidents, or as a result of serious physical or mental illnesses requiring hospitalization or extended medical care, but shall not include routine checkups, minor ailments, or non-prescription drugs.

13. That the Husband and Wife shall designate the parties' minor children as beneficiaries of any and all life insurance policies presently in effect on Husband's or Wife's lives. The beneficiary designation shall continue to be the parties' minor children until each child reaches the age of Twenty-Two (22) years. Husband and Wife shall have the right to eliminate the parties' minor children from the beneficiary designation upon each child attaining the age of Twenty-Two (22) years or completing his or her college or post-secondary education, whichever occurs first, whether or not financed in part or total by Husband and Wife. Each party shall furnish to the other written proof that said designations under their respective life insurance policies have been effected on the books and records of the insurance carriers involved.

14. That each of the parties agree that he or she will, upon demand by the other at any time hereafter execute any

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time hereafter execute any and all instruments and documents as may be reasonably necessary to release their respective interests in any property belonging to the other, the intention being that the settlement provided for in this Agreement shall constitute a complete adjustment of the property rights and all other rights of the parties hereto.

15. That except as herein provided, each of the parties hereto does hereby forever waive, release and quitclaim to the other party, all rights of dower, maintenance, formerly known as alimony, homestead, and all other property rights and claims which he or she now has or may hereafter have, as Husband, Wife, widow, widower or otherwise, by reason of the marital relations now existing between the parties hereto under any present or future law of any State or of the United States of America, or any other Country in or to, or against the property of 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 or 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.

16. That the foregoing Agreement constitutes a total agreement of the parties.

17. That the Agreement shall be submitted to the Court for approval, and if approved, shall be made a part of the Judgment for Dissolution of Marriage, and shall be of effect and binding only if a Judgment for Dissolution of Marriage is entered in said pending case.

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The undersigned have affixed their signatures to this Agreement on the date shown above.

Bonnie W. Cooke
BONNIE W. COOKE

Hezzie L. Cooke
HEZZIE L. COOKE

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7. That the Court having considered the Marital Settlement Agreement and circumstances of the parties, finds that the Agreement was fairly and voluntarily entered into by the parties and is fair and equitable in its terms and provisions and should be approved by the Court;

8. Petitioner is able-bodied, a housewife and mother, employed as a part-time clerk in the United States Post Office Branch in Glenwood, Illinois with earnings of approximately ONE HUNDRED FIFTY DOLLARS (\$150.00) per week;

9. Respondent is able-bodied and employed as a distribution clerk at the United States Post Office, main branch, Chicago, Illinois having net earnings per month of ONE THOUSAND ONE HUNDRED AND THIRTY DOLLARS (\$1,130.00);

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. That Judgment for Dissolution of Marriage is hereby awarded to BONNIE W. COOKE, the Petitioner, and to HEZZIE L. COOKE, the Respondent, the bonds of matrimony hereto existing between them be and the same are hereby dissolved, pursuant to the Statutes of the State of Illinois in such case made and provided;

B. That the care, custody, control and education of the minor/dependent children of the parties', DARYL BERTRAN COOKE, RHONDA MARIE COOKE and BRYAN EUGENE COOKE, is hereby awarded to the Petitioner, BONNIE W. COOKE;

C. The Respondent, HEZZIE L. COOKE, shall pay to the Petitioner, BONNIE W. COOKE, as and for the support of the minor children of the parties, the sum of FOUR HUNDRED DOLLARS (\$400.00) per month, said amount equating approximately THIRTY-FIVE PERCENT (35%) of the net take-home pay of Respondent, to be paid in equal installments on the 1st and 15th day of each and every month until:

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further Order of the Court through the Clerk of the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division

D. That both Petitioner and Respondent shall be forever barred from asserting any right or claim to maintenance from each other, arising out of the marriage herein;

E. The Respondent shall have reasonable and liberal visitation rights to be no less than liberal than as set forth in the Marital Settlement Agreement dated the 8th day of August, 1980 which is merged into this Judgment for Dissolution of Marriage;

F. That the Marital Settlement Agreement of the parties, dated the 8th day of August, 1980 and all of its terms and provisions are hereby merged, and incorporated into and made a part of this Judgment for Dissolution of Marriage, as if fully restated herein.

G. That the Petitioner and Respondent are ordered and decreed to execute and carry out all the terms and provisions and conditions of this Judgment for dissolution of Marriage and of the Marital Settlement Agreement as approved and incorporated herein, provided, also, that nothing contained herein shall be construed as a waiver of release of said obligation;

H. That except as set forth herein, the inchoate, or other right of dower, inheritance, interest, homestead, claim or title, contingent, reversionary or otherwise, and right of curtesy, and descent and all other rights and claims of each party in and to the property of the other party, real, personal and mixed, are hereby forever relinquished, released, barred and ended; and that during their respective lifetimes, each of the parties hereto may deal with his or her separate estates as if the said parties hereto had never been married to each other, and upon the death of

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either of them, that property, real, personal or mixed, then owned by him or her shall pass by his or her Will or under the laws of descent and distribution (as the case may be).

I. That this Court shall retain jurisdiction of this cause until the terms of this Judgment for Dissolution of Marriage have been fully complied with in all respects.

ENTER [Signature]
JUDGE

DATED: _____

APPROVED:

Bonnie W. Cooke
BONNIE W. COOKE, PETITIONER

PATRICK A. PARISI AND ASSOCIATES, LTD.

BY: Patrick A. Parisi
PATRICK A. PARISI
ATTORNEY FOR BONNIE W. COOKE

Hezzie L. Cooke
HEZZIE L. COOKE, RESPONDENT

HOKIN, MELBER & GULD

BY: Gary S. Hokin
GARY S. HOKIN
ATTORNEY FOR HEZZIE L. COOKE

PATRICK A. PARISI
PATRICK A. PARISI AND ASSOCIATES, LTD.
ATTORNEYS FOR PETITIONER
20280 GOVERNORS HIGHWAY
OLYMPIA FIELDS, ILLINOIS 60461
312-481-2000

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HARRY (BUS) YOURELL
REGISTRAR OF TITLES
18 MAR 31 AM 11:18

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IDENTIFIED To:	
in favor of Harry's Titles HARRY 'BUS' YOURELL	STACK

BENEFICIAL
17141 S. HARLEM
TINLEY PARK, IL, 60477

~~APR 21 1981~~
~~500 N. WASHINGTON ST. CHICAGO, ILL.~~
~~401 N. WASHINGTON ST. CHICAGO, ILL.~~
APR 21 1981

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