# UNOFFICIAL COPY Form 1/20

Certificate No. 145/163 Document No
TO THE REGISTRAR OF TITLES COOK COUNTY, ILLINOIS:
You are directed to register the Document hereto attached
on the Certificate 145/163 Indicated affecting the
following described premises, to-wit:
LOT 0152, IN LANCER SUBDIVISION UNIT NO.11, BEING A
SLADINISION IN THE SOUTHWEST & QUARTER OF SECTION 23
AND IN THE NORTHWEST QUARTER OF SECTION 26, ALL IN
TOWNSHIP 4' NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF,
REGISTERED IN THE STRICE OF THE REGISTRAR OF TITLES
OF COOK COUNTY, ILLINOIS, ON DELEMBER 16,1971, AS
DOCUMENT NUMBER 2599059
#07-23-304-008 Fcold
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Section Township North, Range East of the
Third Principal Meridian, Cook County, Illinois.
- Laylle Devoman
CHICAGO, ILLINOIS 4-30 198)

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STATE OF ILLINOIS ) SS: COUNTY OF DUPAGE )

IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT DUPAGE COUNTY, ILLLINOIS

IN RE THE MARRIAGE OF

EDWARD G. ARNOLD,

Plaintiff,

NO. 86 D 00694

and

JEANNE A. ARNOGO.

Defendant.

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard upon the Petition for Dissolution of Marriage of EDWARD G. ARNOLD, Plaintiff, appearing in his own proper person and by his attorney, WAYNE L. MULAR, and the Defendant, JEANNE A. ARNOLD, appearing in her own proper person, and by her attorney, MELVYN H. BERKS.

The Court having accepted the stipulation of the parties that this cause be heard as in cases of default and their stipulation for waiver of the two (2) year requirement of living separate and apart, having heard the testimony of the Plaintiff in support of his Petition for Dissolution of Marriage, and having considered all the evidence, a certificate of which is filed herein, and now being fully advised in the premises, FINDS that:

1. The Court has jurisdiction of the subject matter and the parties hereto.

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- 2. The Plaintiff was residing in the State of Illinois at the time the Dissolution of Marriage action was commenced and has maintained residence in the State of Illinois for at least ninety (90) days next preceding the making of this finding.
- 3. The parties were married on May 25, 1972 and said marriage was registered in Albuquerque, New Mexico.
- 4. Two children were born to the parties as a result of the marrige; namely. AMY M., born June 2, 1976 and JENNIFER E., born July 28, 1978. No children were adopted by the parties, and the Defendant is not low pregnant. Both parties are fit and proper persons to have the care, custody, and control of the minor children.
- 5. The parties have lived separate and apart continuously and without interruption since October 2, 1985; that irreconcilable differences between the parties have caused the irretrievable breakdown of their marriage; that efforts at reconciliation have failed and any future attempts at reconciliation would be impracticable and not in the best interests of the family.
- 6. The parties have entered into a Separation Agreement which provides for the settlement and disposition of their respective rights and claims regarding custody, visitation, and support of the minor child of the parties, maintenance, property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital

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property, and other matters, which said agreement has been presented to this Court for its consideration. Said agreement was entered into freely and voluntarily between the parties, is fair and equitable and hereby receives the approval of this Court: and which is in words and figures as follows:

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#### SEPARATION AGREEMENT

WHEREAS, the parties were lawfully married in Albuquerque, New Mexico, or the 25th day of May, 1972, and

WHEREAS, irreconcilable difficulties and differences have arisen between the parties, which have rendered impossible a continuation of the marital relationship existing between them, and they have ceased living together as husband and wife; and

WHEREAS, two (2) children were born to the parties as the result of the marriage, namely AMY M., born June 2, 1976, and JENNIFER E., born July 28,1978; no children were adopted by the parties during their marriage and the Wife is not now pregnant; and

whereas, the said minor children reside with the Wife, and although each of the parties is a fit and proper person to be awarded the permanent care, custody and control of said minor children, it is in the best interest of said minor children that

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their custody be awarded to the Wife; and

WHEREAS, the Husband has filed a Petition for Dissolution of Marriage in the Circuit Court of the 18th Judicial Circuit, Wheaton, Illinois, under Docket No. 86 D 00694 entitled IN RE THE MARRIAGE OF: EDWARD G. ARNOLD AND JEANNE A. ARNOLD, and said cause remains pending and undetermined; and

WHERIAS, the parties consider it to be to their respective best interests to settle between themselves now and forever, all questions of custody, child support, visitation, medical, educational and related needs of the minor children of the parties; and to fully settle all rights growing out of or related in any way to the marital relationship existing between them, including the settlement of any rights which either of them now have or may hereafter have or claim to have against the other, in or to any and all property, whether real or personal, marital and non-marital, now owned or which may hereafter be acquired by either of of them, including all in cheate rights and all rights of homestead, inheritance, descent, distribution, community interest and surviving spouse award; and

WHEREAS, the Husband has engaged the LAW OFFICE OF WAYNE L. MULAR and has had the benefit of the advice of his attorney, and the Wife has engaged the LAW OFFICE OF MELVYN H. BERKS and has had the benefit of the advice of her attorney; and

WHEREAS, each party acknowledges to the other that each

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has made a full and complete disclosure of all of his or her assets and liabilities, together with all sources of income, as of the date of this Agreement, as well as each party's expectations for increases and raises in all of the foregoing within the near future. The parties acknowledge that they understand and are conversant with, and are relying upon the other party's representations as to his or her own assets, liabilities, income and expectations thereto, in making this Agreement; and

WHEREAS, both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free of any duress or occarcion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof. Each party expressly states that no representation has been made to him or to her by the other party other than what is contained in this Agreement; that the parties, after carefully considering the terms of this Agreement, state that they regard it to be fair in all respects and not unconscionable.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual and several covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby convenanted and agreed by and between the parties hereto

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as follows:

#### ARTICLE I Right of Action

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

### ARTICLE ZI Child Custody and Visitation

- 1. CUSTODY: The Wife shall have the permanent care, custody, control and education of the minor children of the parties.
- 2. VISITATION: The Husband shall have all measonable and extremely liberal rights of visitation with the minor children.
- 3. CO-OPERATION OF PARENTS: The Wife shall reasonably keep the Husband informed of the children's health and progress in school. Each party will use their best efforts to foster the love, respect and affection of the children for the other parent and will co-operate fully in implementing a relationship with

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the children that will give the children the maximum feeling of security. The parties will further co-operate fully in implementing the visitation and vacation program of the children to accommodate their significant social and school commitments.

#### ARTICLE III Child Support

- 1. The Husband shall pay to the Wife, the sum of Eight Hundred Forty (\$340.00) Dollars per month as and for child support until such time as the first to occur of the following:
- A. The children graduate high school or attain majority, which ever is last to occur, or
  - B. The children tecome emancipated.
- 2. The Husband's payment of the aforesaid child support to the Wife shall commence on the same date that his obligation to pay maintenance to the Wife shall cease as provided for in Article VII, herein.
- 3. Commencing with the calendar year of payment and in all subsequent years, the Husband shall be entitled to claim the said children as dependents on his Federal and State income tax returns until further order of Court.

#### ARTICLE IV Medical Coverage for the Children

1. The Wife shall pay for any and all ordinary medical expenses of the minor children of the parties not covered by or

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satisfied from the medical insurance required to be maintained by the Husband in Section 3, herein.

- The Husband shall pay for all the hospital, surgical, optical and orthodontal care and for the extraordinary medical and dental care of the minor children of the parties not covered by or satisfied from the major medical and hospitalizat(o): insurance policy required to be maintained by the Husband in Section 3, herein, until such time as the minor children attain majority or are emancipated. The Wife shall give the Husband advance notice in the event of the necessity of incurring charges of this nature except in the case of emergency and the Husband, except in cases of emergency, and at his own expense, may always obtain a second opinion as to the medical or dental needs of the children in question. The term "extraordinary" as used in this paragraph shall include, not by way of limitation, all psychiatric treatment, teeth straightening, major dental work, operations and services rendered as a result of serious accidents or as a result of serious illness, 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.
- 3. The Husband at his sole expense shall obtain and maintain in full force and effect a major medical and hospitalization insurance policy covering the possible major

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medical needs of the children, as defined in Section 2 above, for the benefit of the children of the parties so long as he has an obligation under said Section 2, above, or until the children attair age twenty-two (22) years provided that they are enrolled in college as a full-time student and otherwise qualify for coverage under the insurance plan in effect at the time. Husbard shall furnish the Wife with duplicate receipts of proof of payment of the premiums upon reasonable request and shall provide the Wife with a copy of the policy and a medical insurance identity car evidencing the existence of the current coverage.

The major medical policy covering the child shal! provide coverage to the minimum extent of Fifty Thousand (\$50, )00) Dollars for any single illners and shall cover eighty percent (80%) of the expenses over the first Five Hundred 10/4'S (\$500.00) Dollars.

#### Education of Children

The Husband and Wife shall pay, commensurate with their respective financial abilities at the time, for the trade school or college education of the minor children; including but not by way of limitation, tuition, books, supplies, registration and other required fees, board, lodging, utilities and round trip transporation expenses between the school and his home (if in attendance at an out-of-town school). The Husband's and the

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Wife's obligations are conditioned upon their ability to pay the said expenses, as well as the child's desire and aptitude for this education; and shall further be conditioned upon the child carrying the required number of courses or units to be classified as a full-time student. The Husband's and the Wife's obligations shall be limited to four (4) consecutive years following high school graduation of the child, unless such period is extended by serious illness or military service.

#### ARTICLE VI Life Insurance Coverage for the Children

- 1. The Husband has had issued on his life and is owner of a certain policy of insurance as is set forth and more fully described in Schedule "A", attached hereto, and made a part hereof by reference. Upon the effective date of this Agreement and from time to time thereafter as may be herein indicated or required, the Husband shall do the following:
  - A. keep in effect the life insurance folloy;
  - B. pay the premiums when they become due;
- C. direct that duplicate premium notices and receipts be sent to the Wife;
- D. shall name the Wife as trustee and the minor children as irrevocable beneficiary;
- E. renew the policy when required so as to keep them fully effective;

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- F. do all other acts and execute all documents needed to keep the policy in full force and effect and to accomplish all matters set forth above.
- 2. The Husband shall keep the policy in full force and effect for so long as he has an obligation to maintain medical insurance under Article III, section 3, above.

#### ARTICLE VII MAINTENANCE

- 1. The Husband does hereby waive any and all rights of maintenance from the wife, whether it be a claim for past, present, or future maintenance.
- Thousand (\$1,000.00) Dollars per month as and for maintenance, for a period of six (6) years from the date of entry of Judgment for Dissolution of Marriage or until such time as the Wife's death or her remarriage, whichever shall first occur; at which time any and all maintenance shall cease and the Wife, thereafter, shall have no further claim against the Husband for maintenance and shall be forever barred from asserting such claim.
- 3. During such time as the Husband is required to pay maintenance, the said maintenance paid together with the Wife's income from all other sources, shall be utilized by the Wife to the extent necessary for the support and maintenance of the minor children; and no additional order of child support shall be entered against the Husband.

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#### ARTICLE VIII PROPERTY SETTLEMENT

- 1. MARITAL RESIDENCE: Upon the entry of the Judgment for Dissolution of Marriage, the Husband shall execute any and all quit-claim deeds, assignments of insurance and reserves and other documents necessary to transfer, assign, convey and release any and all of his rights, title, and interest in the marital residence commenty known as 330 Windgate, Schaumburg, Illinois. The Wife shall, thereafter, assume, defend, indemnify and hold the Husband harmless and any and all notes secured by a mortgage thereor along with any and all accrued but unpaid taxes and insurance.
- 2. CHECKING AND SAVINGS ACCOUNTS: The checking and savings accounts as are set forth and more fully described in Schedule "B", attached hereto and made a part hereof by reference, shall be divided equally between the parties upon the entry of the Judgment for Dissolution of Marriage.
- 3. IRA ACCOUNTS: The IRA accounts as are set forth and more fully described in Schedule "C", attached hereto and made a part hereof by reference, shall be the property of the Husband free and clear of any claim by the Wife upon the entry of the Judgment for Dissolution of Marriage.

#### 4. AUTOMOBILES:

A. The Husband shall have the sole ownership and exclusive possession of the 1985 Buick Riveria free and clear of any claim by the Wife; and shall assume, defend, indemnify and

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hold the Wife harmless as to any lien thereon.

- B. The Wife shall have the sole ownership and exclusive possession of the 1980 Buick LaSabre free and clear of any claim by the Husband; and shall assume, defend, indemnify and hold the Husband harmless as to any lien thereon.
- 5. SPORTS COLLECTIBLES: The Husbard shall have the sole ownership and exclusive possession of the "baseball card" collection and all other sports collectibles free and clear of any claim by the Wife.
- 6. FURNITURE AND FURNISHINGS: All furniture and furnishings have heretofore been divided between the parties; and the items now in possession of each of the parties shall remain the property, respectively of each party, free and clear of any claim by the other.

#### ARTICLE IX Debts and Obligations

The parties acknowledge that there are no marital debts otherwise outstanding except for those referred to in Article VIII, paragraphs 1 and 4.

#### ARTICLE X Attorney's Fees and Costs

Each party shall pay their respective attorney's fee and the court costs incurred in this dissolution of marriage proceeding without contribution, one from the other.

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#### ARTICLE XI NON-MODIFICATION OF TERMS

The parties agree that all terms and provisions of this Agreement are binding and not subject to modification by any Court following the entry of the Judgment for Dissolution of Marriage of the parties.

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#### ARTICLE XII General Provisions

EXECUTION OF DOCUMENTS: Each of the parties hereto shall execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments necessary or proper to yest the titles and estates in the respective parties hereto, as hereinabove provided and thereafter, at any time and from time to time, to execute and and acknowledge 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 and coveyance of all rights hereinabove designated to be transerred, assigned and conveyed, and full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

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MUTUAL RELEASES: To the fullest extent by law 2. 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, dower, interitance, descent, distribution, community interest and all other rights, title, claims, interest and estate as husband or wife, widow or widower, or otherwise by reason of the marital relations exiting between said parties hereto, under any present or future, law, or which he or she otherwise has or might have to be entitled to claim in, to or against the property and assets of the other, real, personal or mixed, whether marital or nonmarital, or 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 verself, his or her heirs, personal representatives, grantees, devices or assigns, that neither of them will at any time hereafter sue the other or his or her heirs, personal representatives, grantees, divisees, or assigns, for the purpose of enforcing any or all of the rights relinquished under this paragraph; and further agrees that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete bar 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

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assigns, any and all such deeds, releases or other instruments as may be required or reasonably requestd to effect or evidence such release, waiver, relinquishment, or extinquishment 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.

WAIVER OF ESTATE CLAIM: Except as herein otherwise provided, each of the parties hereto hereby relinquishes and waives all rights to act as administrator or administrator-withthe-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 may die possessed, and should either of the parties hereto die intestate, this Agreement shall operate as religioushment of all rights of the surviving party hereafter to apply for letters of adminstration in any form, and the estate or 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, 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 containd shall operate or

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be construed as a waiver or release by either party to comply with the terms of this Agreement, or the rights of either party under this Agreement.

- 4. AMENDMENTS TO THE AGREEMENT: This Agreement may only be amended or modified by mutual agreement of the parties; and any such amendment or modification shall be reduced to writing, dated and signed by both parties, and shall specifically provide that it is irtended to alter or amend this Agreement. No oral agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement.
- 5. ENTIRE AGREEMENT: The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings, other than those expressly set forth hereir, have been made by either party to the other.
- 6. AGREEMENT BINDING UPON HEIRS, PERSONAL REPRESENTATIVES, EXECUTOR, ADMINISTRATORS, ASSIGNS, DEVISES AND GRANTEES: This Agreement shall be binding upon and insure to the benefit of the heirs, personal representatives, executors, administrators, assigns, devisees and grantees of the parties hereto, and when necessary to fully effectuate its undertakings, shall be a charge against the estate of the person indebted.
  - 7. INCORPORATION OF AGREEMENT IN JUDGMENT-EFFECTIVE

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DATE: In the event a Judgment for Dissolution of Marriage is ordered in the pending action referred to hereinabove at any time hereafter, this Agreement and all of its provisins shall be incorporated into any such Judgment either directly or by reference, but in no event shall this Agreement be effective or of any validity unless and until a Judgment for Dissolution of Marriage is entered. The Court upon entry of the said Judgment shall retain the right and power to enforce the provisions and terms of the Agreement.

IN WITNESS WHEREOF, the Husband and Wife have hereunto set their respective signatures the day and year first above written.

WIFE:

HUSBAND:

Jeanne Ultrushed

EDWARD G. APNOLD

STATE OF ILLINOIS )
) SS:
COUNTY OF DU PAGE )

the County and State aforesaid, personally appeared EDWARD G. ARNOLD, personally known to me and known to be to be the same person who executed the foregoing instrument, and he acknowledged

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that he executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2' day of notary RUBLIC

STATE OF ILLINOIS )
COUNTY OF COCK )
SS:

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the County and State eloresaid, personally appeared JEANNE A. ARNOLD, personally known to me and 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 rolatral seal this  $\frac{24}{1000}$  of  $\frac{7000}{1000}$ , 1986.

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#### SCHEDULE A

THE BANKERS LIFE **©** 

BANKERS LIFE COMPANY DES MOINES, IOWA 80307

CERTIFICATE OF COVERAGE

ACCOUNT NO

EFF DATE 02-24-86

DATE PROCESSEL

03-21-86

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BIRTH DATE 354421449

ARNOLD EDWARD

DEPENDENT COVERAGE IS PROVIDED FOR APPROVED DEPENDENTS

ILLINOIS INSURANCE EXCHANGE 175 H JACKSON STE 1235 CHICAGO IL 60604

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7. The Plaintiff has proved each and every allegation as contained in his Petition.

WHEREFORE, on motion of Plaintiff's attorney, WAYNE L. MULAR, it is ORDERED AND ADJUDGED as follows:

- A. The parties are awarded a Judgment of Dissolution of Marriage, and the bonds of matrimony existing between the Plaintiff, FUNARD G. ARNOLD, and the Defendant, JEANNE A. ARNOLD, are hereby dissolved.
- B. The defendant is awarded the custody of the minor children, subject to reasonable and extremely liberal rights of visitation by the Plaintiff.
- C. The Separation Agreement between the Plaintiff and Defendant 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; and each and every provision of said agreement is binding on the parties.
- D. Except as herein and by the aforesaid Separation Agreement otherwise provided, each of the parties is forever barred and foreclosed from maintenance and any and all other rights, claims or demand to property or otherwise arising out of the marital relationship.
  - E. This Court shall retain jurisdiction of the cause for

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UNITED STATES OF AMERICA

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

Case No. 86 D 694

#### DISSOUNTION OF MARRIAGE

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State of Illinois and hav-	I, JOHN W. COCKRELL, do hereby certity that I am the duly elected and actin fudicial Circuit Court. DuPage County, Illinois; being a Court of Record in the ing a Seal; that the foregoing is a true, perfect and correct copy of a Judgement of made and entered of record in said Court on
Resboudent	TEVANE V. ARNOLD
	bns
l'etitioner	In Re: The Marchage Of EDWARD G ARNOLD

IN WITNESS WHEREOF, I have tereunto set my hand and caused to be affixed the seal of the 18th Judicial Circuit Court, DuPage County, Illinois

DONE at the City of Wheaton, Illinois

4-27-87

JOHN W. COCKRELL, Clerk of the Eighteenth Judicial Circuit Court,

DuPage County, Illinois

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DU PAGE COUNTY, ILLINOIS EIGHTEENTH JUDICIAL CIRCUIT COURT

**Certified Copy** 

Dissolution of

Marriage

Wheaton, Illinois 66187 Circuit Court Clerk John W. Cockrell

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the purpose of enforcing all of the terms of this Judgment fo Dissolution of Marriage.

DATED:

ENTER :-

WAYNE L. MULAR ATTORNEY AT LAW #60322 125 S. Bloomingdale Roso Of County Clork's Office Bloomingdale, IL 980-7447

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