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PLACITA JUDGMENT

03517478 (10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS, |
COUNTY OF COOK | ss.

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
May 23,
83
in the year of our Lord, one thousand nine hundred and and of the Independence
seventh
of the United States of America, the two hundredth and

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

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

Property of Cook County Clerk's Office

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ENTERED
CLERK OF THE CIRCUIT COURT
MORTON H. FINLEY
MAY 23 1983
LOUIS H. HYDE
JUDGE
DEPUTY CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

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

IN RE THE MARRIAGE OF)

GAIL JOHNSON,
Petitioner,)

and)

ERIC GEORGE JOHNSON,
Respondent.)

No. 83 D 9185

JUDGMENT
FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on the verified Petition for Dissolution of Marriage of Petitioner, GAIL JOHNSON, being present in open Court with her Attorney, JOHN ROKACZ, the Respondent, ERIC GEORGE JOHNSON, having filed his Appearance and Response Pro-se and having executed a Stipulation to have this matter heard as a default matter, and the Court having heard the sworn testimony of the Petitioner in support of her said Petition for Dissolution of Marriage (a copy of said transcript is herewith attached); and the Court 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 the Petitioner is now, and has been for more than ninety (90) days prior to the hearing in this cause, an actual domiciliary of the State of Illinois.

AGREEMENT ATTACHED

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3. That the Petitioner and the Respondent were lawfully married on, to-wit: the 3rd day of September, 1977, at Chicago, Illinois, which said marriage is registered in Cook County.

4. That no children were born or adopted by the parties as a result of this marriage and the Petitioner is not now pregnant.

5. That in and during the continuation of the marriage of the parties hereto, the Petitioner always treated the Respondent in a manner becoming a good, true, kind, and affectionate wife, but that the said Respondent, not regarding his marriage vows and obligations, has been guilty of extreme and repeated mental cruelty toward the Petitioner, within the meaning and purview of Paragraph 2, Section 401, of the Illinois Marriage and Dissolution of Marriage Act.

6. That the Petitioner has substantially proved the material allegations of her Petition for Dissolution of Marriage hereinbefore filed, and that the Petitioner is entitled to a Judgment for Dissolution of Marriage from the Respondent as prayed in her said Petition for Dissolution of Marriage.

7. That the conduct on the part of the Respondent as hereinbefore set forth was wholly without any just or reasonable cause or provocation to him by the Petitioner given, and that since, to-wit: the month of November 17, 1982, the Petitioner has been living separate and apart from the said Respondent as a single woman without fault on her part.

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8. That the parties hereto have entered into an Agreement in writing dated the 20 day of MAY, 1983, settling and disposing between themselves the questions of support and maintenance for the Petitioner and certain proprietary rights inhereing in them respectively arising out of the marital relationship heretofore existing between them, and of the payment of attorneys fees and costs.

9. That the Court expressly finds that the division of marital property set forth in said Agreement is a fair and equitable division by co-owners of mutually acquired assets during the marriage.

10. That said Agreement, signed by the Petitioner and the Respondent is set forth verbatim hereinafter and is made part of this Judgment, and is in words and figures as follows:

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A G R E E M E N T

THIS AGREEMENT, made and entered into this 20 day of MAY, 1983, by and between GAIL JOHNSON, hereinafter referred to as "Wife", and ERIC GEORGE JOHNSON, hereinafter referred to as "Husband", both parties being residents of the County of Cook and State of Illinois.

WITNESSETH:

WHEREAS,

A. That the parties hereto were married on the 3rd day of September, 1977, at Chicago, Illinois.

B. That no children were born or adopted by the parties as a result of this marriage and the Petitioner is not now pregnant.

C. That unfortunate and irreconcilable differences and difficulties have arisen between the parties as a result of which they separated on, to-wit: the month of November 17, 1982, and have ever since been and are now, living separate and apart from each other.

D. That the Wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois known as Case Number 83 D 9185, entitled, "IN RE THE MARRIAGE OF GAIL JOHNSON, Petitioner, and ERIC GEORGE JOHNSON, Respondent." Said cause is still pending and undisposed of.

Gail Johnson
GAIL JOHNSON

Eric George Johnson
ERIC GEORGE JOHNSON

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E. That without any collusion as to the pending case or as to any dissolution proceedings between the parties hereto, but without prejudice to any right of action for dissolution which either of the said parties may have, the parties hereto consider it to be in their best interests to settle between themselves the questions of maintenance for the wife, the respective rights of property growing out of the marital relationship, and all rights of every kind and nature, whether real or personal, which either of them now has or may hereafter claim to have against the other, whether now or hereafter owned or possessed by either of them.

F. That the Wife has employed and has had the benefit of the counsel of JOHN ROKACZ as her attorney. That the husband has freely and voluntarily chosen to represent himself and not retain counsel. Each party has had the benefit of advice, investigation, and recommendations with reference to the subject matter of this Agreement. The parties acknowledge that each of them has been fully informed of the wealth, property, estate, and income of the other, and that each is conversant with all of the property and income possessed by the other and the value thereof.

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual and several covenants herein contained, and for other good and valuable considerations by each

GAIL JOHNSON
GAIL JOHNSON

ERIC GEORGE JOHNSON
ERIC GEORGE JOHNSON

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to the other delivered, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree by and between themselves as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are hereby made a part of this Agreement.

2. RESERVATION OF LITIGATION RIGHTS

This Agreement is not one to obtain or stimulate a dissolution of marriage. The Wife reserves the right to prosecute her pending action for dissolution and to defend any action which the husband may commence. The Husband reserves the right to prosecute any action for dissolution of marriage which he may deem necessary or proper and to defend any action which the wife may bring or has brought.

3. CAPTIONS

The captions contained in this Agreement are for convenience only and are not intended to limit or define scope or effect of any provision of this Agreement.

4. GRAMMATICAL CHANGES

Any word in the text of this Agreement shall be read as the singular or the plural and as the masculine, feminine, or neuter gender as may be appropriate under the circumstances then existing.

Gail Johnson
GAIL JOHNSON

Eric George Johnson
ERIC GEORGE JOHNSON

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5. REAL ESTATE

The parties are presently the joint owners of the improved real estate commonly known as 21 West Goethe Street, #8L, Chicago, Illinois and legally described as: 17.04.224.0113706 PD

Unit No. 8-L as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): Lot 2 in the Resubdivision of the West Half and the West 9 feet of the East Half of Sub Lots 2 and 3 of Lot 4, together with Lots 19 and 20 in Weber and Fischer's Subdivision of Lot 3 and the North Half of Lot 2, all in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian; ALSO: Lots 1, 3 and 4 in the Resubdivision of the West Half and the West 9 feet of the East Half of Sub Lots 2 and 3 of Lot 4, together with Lots 19 and 20 in Weber and Fischer's Subdivision of Lot 3 and the North Half of Lot 2, all in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian; ALSO: Lots 17 and 18 in Weber and Fischer's Subdivision of Lot 3 and the North Half of Lot 2 in Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago as Trustee under Trust No. 17642, recorded in the Office of the Recorder of Deeds, Cook County, Illinois, as Document 24267613, and registered in the Office of the Registrar of Titles, Cook County, Illinois, as Document 299106 together with an undivided .76241% interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units as set forth in said Declaration and survey).

a. The Husband covenants and agrees that he will transfer, to the wife, any and all right, title or interest he may have in said real estate by way of Quit Claim Deed or any other appropriate transfer document within ten (10) days of the entry of

GAIL JOHNSON

ERIC GEORGE JOHNSON

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any Judgment for Dissolution which may be entered.

b. That the Wife, acknowledged to be in exclusive possession of said property since November 17, 1982, will pay the mortgage and all attached expenses on said property from said date forward, and further will hold the Husband harmless on any payments relative to same, including but not limited to the mortgage, taxes, utilities, and insurance on said premises.

6. DEBTS

That the Husband shall be responsible for payment of any and all outstanding debts and obligations incurred by the parties hereto up to and including the date of separation to-wit: November 17, 1982, including but not limited to charge account(s) to-wit: Visa in the sum of approximately \$2,000.00 and Town & Country Charge in the sum of approximately \$500.00.

7. BANK ACCOUNTS

The Husband shall retain as his sole and exclusive property, free of any claim by the Wife, the bank account at Northern Trust Bank in the approximate sum of ELEVEN THOUSAND (\$11,000.00) DOLLARS, known as a "thrift incentive plan" for employees.

8. TAXES

The proceeds from state and federal income tax refunds which the parties may have filed jointly for 1982 will be divided 75% to the Husband and 25% to the Wife.


GAIL JOHNSON


ERIC GEORGE JOHNSON

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9. MAINTENANCE

That each of the parties being self-supporting and well-able to provide for himself/herself, do hereby waive voluntarily any claim to maintenance he or she may have, past, present and future one against the other.

10. ATTORNEYS FEES

That the Husband will pay to the Wife's Attorney, JOHN ROKACZ, 25% of the fees and costs incurred by her in this proceeding.

11. EXECUTION CLAUSE

Each of the parties hereto hereby agrees to execute and acknowledge, upon the effective date of this Agreement, good and sufficient instruments necessary or proper to vest the titles and estates in the respective parties hereto, as hereinabove provided, and thereafter, at any time from time to time, to execute 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 effective present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned, and


GAIL JOHNSON


ERIC GEORGE JOHNSON

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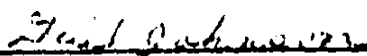
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conveyed and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

12. GENERAL PROVISIONS

a. The parties mutually covenant and agree that they will, and do hereby waive, remise, and relinquish any and all claim of right, title and interest which he or she now has, or might hereafter assert one against the other, in and to the property of the other, real, personal or mixed, of whatsoever nature and wheresoever situated, by reason of the marital relationship heretofore existing between them, or for any other cause including, but not limited by maintenance (whether past, present or future), inheritance and succession.

b. Except as herein otherwise provided, each of the parties hereto hereby waives and relinquishes all rights to act as administrator or administrator with the will annexed in 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 right of the surviving party hereafter to apply for letters or 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


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ERIC GEORGE JOHNSON

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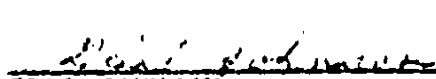
party, in the same manner as through the parties hereto had never married, and each of the parties hereto respectively reserves the right to dispose by testament or otherwise, of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, 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.

c. This instrument contains whole and entire the Agreement made by and between the parties hereto, and has been examined by each of the said persons, assisted by counsel of their respective choice, and is believed by them to be fair, just and equitable with respect to each of them.

d. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, devisees and grantees of the parties hereto, and when necessary to fully execute its undertakings, be a charge against the estate of the person indebted.

e. This Agreement shall become effective and binding upon the parties only upon the entry of a Judgment for Dissolution of Marriage between the parties hereto.

f. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.


GAIL JOHNSON


ERIC GEORGE JOHNSON

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13. MEDICAL INSURANCE REIMBURSEMENT

The Husband will submit all the Wife's medical expenditures up to the date of any Judgment for Dissolution, will provide her with proof of same, and will assist in processing said claims for the Wife and further, will reimburse her any and all monies received from said claims forthwith.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.


GAIL JOHNSON


ERIC GEORGE JOHNSON

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. That the bonds of matrimony heretofore existing between the Petitioner, GAIL JOHNSON, and the Respondent, ERIC GEORGE JOHNSON, be, and the same are hereby dissolved pursuant to the Statute made and provided;

B. That the Agreement in writing heretofore made and entered into on the 20 day of MAY, 1983, by and between the parties hereto, to which reference is hereinbefore made, settling, and disposing of the questions of certain proprietary rights inhering in them respectively, be, and the same is hereby, in all respects, approved, confirmed, incorporated and merged into this Judgment; that each and every provision thereof is binding upon each of the parties hereto and thereto and that each party shall do and perform those acts therein agreed to be done and performed by each of them.

C. That this Court expressly retains jurisdiction of this Cause for the purpose of enforcing all and singular the terms and provisions of this Judgment for Dissolution of Marriage, including all and singular the terms and provisions of the Agreement made in writing by and between the parties on 20, 1983.

ENTER:

[Handwritten Signature]
J U D G E

APPROVED:

[Handwritten Signature]
GAIL JOHNSON - Petitioner

[Handwritten Signature]
ERIC GEORGE JOHNSON - Respondent

JOHN ROKACZ
Attorney for Petitioner
Two North LaSalle Street
Chicago, Illinois 60602
726-3751

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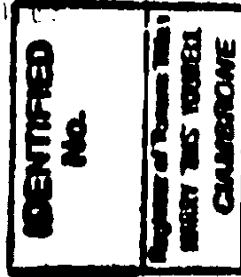
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MAY 19 1987

CLERK OF THE CIRCUIT COURT OF COOK COUNTY



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MICHELLE MAGNER
RUONICK WOLFE
30 N WASHLEE ST.
CHICAGO, IL 60602

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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 . . .
GAIL JOHNSON . . . plaintiff/petitioner
and . . . ERIC GEORGE JOHNSON . . . defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this . . . 26th . . .
day of . . . March, . . . 1987 . . .

Morgan M. Finley . . . Clerk