# UNOFFICIAL COPY Peter and

DOTH FIND:

1. That it has jurisdiction of the parties hereto and

bremises.

The plaintiff and the defendant both appearing in open Court in their own proper person and by their respective attorneys and the Court having heard the testimony of the plaintiff duly sworn and examined in open Court, and having considered the evidence offered by the plaintiff in support of the allegations and charges contained in the amended Complaint for Divorce and the defendant's Answer thereto (a Certificate of evidence having been duly waived by Order of Court); and the Court having content duly waived by Order of Court); and the Court having content duly waived by Order of Court); and the court having content duly waived by Order of Court); and the court having content duly waived by Order of Court); and the Court having content duly waived by Order of Court); and the court having content duly waived by Order of Court); and the court having contents of the court waived by Order of Court); and the Court having contents of the court waived by Order of Court); and the court having contents of the court having contents of the court was a content of the court of the court having contents of the court of

This day came again the plaintiff and counter-defendant, BARBARA L. REHBERG, by JAMES CARLS JN of the Law Firm of Querrey, Harrow, Gulanick & Kennedy, Ltd., her attorney, and the defendant and counter-plaintiff, WILLIAM E. REHBERC, being represented by ROBERT F. MEERSMAN, as his attorney, and this cause coming on for hearing upon the amended Complaint for Divorce of the plaintiff and the Answer of the defendant thereto.

DECIVE IN DIVORCE

PARBARA 1. REHBERG,

Plaintiff and

Counter-defendant,

WILLIAM E. REHBERJ,

Defendant and

Counter-plaintiff.

Counter-plaintiff.

COUNTY DEPARTMENT - CHANCERY DIVORCE DIVISION

STATE OF COOK ) SS:

| CLECK OF The CARLOT COUNTY OF COOK | SEPTEMBER OF THE COUNTY OF COUNTY OF COUNTY OF COUNTY OF COOK | SEPTEMBER OF THE COOK | SEPTEMBER OF THE COUNTY OF COUNTY OF COOK | SEPTEMBER OF THE COOK | SEPTEMBER OF T

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THIS ORDER IS THE COMMAND OF THE CIRCUIT

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLY

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I HENERY CERTIFY THE ABOVE TO BE CORRECT.

- 2. That the plaintiff and the defendant are now and have been for more than one year last, past, continuously and immediately prior to the filing of this Complaint for Divorce, actual residents of the County of Cook, State of Illinois.
- 3. What the plaintiff and the defendant were lawfully joined in marriage on February 2, 1957, at Chicago, Illinois, and lived and consbited as husband and wife from that date until on or about June, 1979, at which time the parties ceased living together as husband and wife through no fault on the part of the plaintiff.
- 4. That during the time the parties lived together as husband and wife, the plaintiff treated the defendant as a good, kind, faithful and affectionate wife.
- 5. That as a result of the said marriage, four children were born to the parties hereto, to wit. DEBORAH, born November 7, 1957; DAWN, born October 10, 1960; MICHAEL, born March 28, 1963; MITCHELL, born January 15, 1964; and that no other children were born to or adopted by the parties hereto during their marriage.
- 6. That the plaintiff and the defendant are both fit and proper persons to have the care, custody, control and education of the aforesaid minor children born to the parties hereto.
- 7. That subsequent to the marriage between the plaintiff and the defendant, the defendant has been guilty of mental cruelty as alleged in the amended Complaint through no fault and by no provocation on the part of the plaintiff.
- material and relevant proof, all of the allegations and charges

  as regards the cause of action for Divorce, only,
  contained in her amended Complaint for Divorce/and the equities
  - 9. That the parties are unable to agree as to a reasonable property settlement and this matter should be granted a 1697

Property of Cook County Clark's Office

I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 5-28-87

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL

THIS ORDER IS THE COMMAND OF THE CIRCUIT
COURT AND VIOLATION THEHEOF IS SUBJECT TO THE
PENALTY OF THE LAW

7 | 210-84) CCDCH-6

#### UNITED STATES OF AMERICA

STATE OF ILLINOIS. COUNTY OF COOK



PLEAS, before the Honorable REUBEN J.	LIFFSHIN.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
one of the Judges of the Circuit Court of Cook County	, in the State of I	llinois, holding a branch Court of said
Court, at the Court House in said County, and State, on .	December 14,	
in the year of our Lord, one thousand nine hundred and.	76	and of the Independence
of the United States of America, the two hundredth and .	first	
PRES	ENT: - The Honor	able REUBEN J. LIFFSHIN.  Judge of the Circuit Court of Cook County.
O <sub>j</sub> c	bernard <b>Richamb</b>	J. CAREY X <b>MXIXAKEN</b> , State's Attorney
00/	RICHARD	J. ELROD, Sheriff
of the United States of America, the two hundredth and .  PRES  Attest: MORGAN M. FINLEY, Clerk.	County	
		Office Contraction
		CV .

STATE OF ILLINOIS )
(COUNTY OF COOK )

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

BARBARA REHBERG,

Plaintitt and
Counter-defendant,

-vs-

No. 75 D 24575

WILLIAM E. RFABERG,

Defendant and Counter-plaintiff,

#### DECREE IN DIVORCE

This cause coming again, the plaintiff and counter-defendant,

BARBARA L. RLHBERG, being present in open court in her own proper person
and represented by Jemes F. C. rlson of QUERREY, HARROW, GULANICK & KENNEDY,

LTD., and the defendant and counter-plaintiff, WILLIAM E. REHBERG,

appearing in open court in his own proper person and being represented

by ROBERT F. MERSMAN, and this cause coming on for hearing upon the

Property Settlement Agreement entered into by and between the parties

hereto, subsequent to this cause coming on to be open on September 16,

1976, granting a Decree in Divorce, and the court having heard the evidence
and being fully advised and informed docs find:

1. That the plaintiff and defendant have entered into 2 Property Settlement Agreement for child support and for the care, custody, control, and education of the minor children born to the parties of this marriage, and in providing for alimony and for the settlement of property rights and other matters which was entered into by the parties on the 30th day of September, 1976, and has been testified to in open court by both parties hereto and has received the consideration and approval of this court and it is incorporated herein and this second and final portion of a bifurcated decree and made a part hereof as follows:

#### UNOFFICIAL3GOPY 1 2

#### PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made this 30th day of September, 1976, by and between BARBARA L. REHBERG hereinafter referred to as the Wife, and WILLIAM E. REHBERG, hereinafter referred to as the Musband.

#### WITNESSETH:

Whereas, the parties hereto are married to each other but have ceased living together as husband and wife because of marital difficulties that have arisen between them, and

Whereas, the Wife has instituted a suit for divorce against the Husband and the Husband has counter-claimed for Divorce against the Wife, in the Circuit Court of Cook County, Illinois, County Department, Chancery Divorce Division entitled BARBARA H. REHBERG, plaintiff & counter-defendant -vs- WILLIAM E. REHBERG, defendant & counter-plaintiff, and that the said suit is presently pending and yet undetermined, and

Whereas, the parties consider it to be to cheir best interest to settle between themselves their respective rights of child custody, child support, visitation, alimony, property rights, dower rights, homestead rights, inheritance rights and all other rights of property otherwise growing out of the parriage relationship existing between them and which each of them now has or may hereafter have or claim to have in and to any property of the other of any kind, nature, description, real, personal or mixed; now owned by them or which may hereafter be acquired in the future by either of them, and

Whereas, the Wife is represented by MR. STEPHEN JURCO of the law firm of QUERREY, NARROW, GULANICE & KENNEDY, LTD. and the Husband is represented by ROBERT F. MEERSMAN, and

Whereas, the parties are entering into this Agreement of their own free will and accord, without collusion or intent to

stimulate a divorce, and

Whereas, each party has made a full and complete disclosure to the other of all assets owned by either of them and of any income derived therefrom and from any other source whatsoever.

NOW THEREFORE in consideration of the mutual promises herein contained and other good and valuable consideration heretofore expressed, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. That in the event the Circuit Court of Cook County,
  Illinois, Chancery-Divorce Division enters a Judgment of Divorce
  in the above entitled cause upon evidence presented to it, then
  and in that event and only in that event shall the above entitled
  Property Settlement Agreement with the following content contained
  therein be incorporated in and become a part of the Judgment
  of Divorce in this cause.
- 2. That the Wife will have the cire, custody, control and education of the minor children, to-wit: DAWN, born October 10, 1960; MICHAEL, born March 28, 1963 and MITCHELL born January 15, 1964.
- 3. That the husband shall have the right of visitation with the aforesaid minor children at all reasonable times and hours subject to reasonable notice being given by him to the wife.
- 4. The husband shall pay to the wife as and for the support \$2.00.00 of the minor children of the parties hereto, the sum of \$180.00 for week, the said sum representing \$60.00 per week as and for the support of each of the minor children above. That the first payment of the said child support shall be made upon the signing of this Agreement and every week thereafter until further order \$1.00.00 of Court. Further, that the aforesaid \$1.00.00 per week support is predicated upon the husbands representation that he has gross earnings of \$40,000.00 per year. It is further agreed by and

between the parties hereto that at any such time that any one or all of the children of the parties hereto shall be with the father in excess of seven (7) days, the child support thereafter shall abate to \$45.00 per week per child and this abatement shall continue for such a period of time after the seventh day until the children shall have been returned to the care, custody control and so forth of the wife.

The husband shall maintain full medical, hospital and insurance coverage upon each of the minor children during their minority or until they shall complete four years and said insurance shall also provide coverage for the wife college course, whichever occurs last A and shall have issued the wife proper identification cards to enable her to gain the admittance for each of the children to enter a hospital. Further, 8 /2 that the husband shall maintain the present hospital and medical coverage however, if such insurance shall be terminated he shall immediately provide a similar medical and hospital insurance in its place. The husband shall be responsible for all hospital, surgical, optical and orthodontic care and icr the extraordinary medical and dental care for each of the minor children of the parties hereto. The term extraordinary as used in this paragraph shall include, but not by way of limitation, all teeth craightening, major dental work, operations and services rendered as a result of a serious accident or as a result of serious illness requiring hospitalization for extended medical care, but shall not include routine checkups, minor ailments, drug supplies (except as required in treatment of a serious illness), dental prophylaxis and the like. In the event of serious illness of any of the minor children or the need for surgical, optical, orthodontic, hospital or extraordinary hospital or dental care, the wife shall consult the husband before incurring expenses in any of the said items. It is understood, however, by both parties

that the wife's obligation to consult with the husband shall

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not apply in cases of grave emergencies where the life of any child be imperiled by delay. If the parties cannot agree on whether the expense is extraordinary, a court of competent jurisdiction shall do so upon proper notice and petition even if the said expense has already been incurred.

- parochial school and The husband shall pay for the Tcollege and professional school expenses for each of the children and said expense to include, not by way of limitation but by way of example, tuition, books, supplies, registration and other required fees; room, board, lodging, and assessments. The husband's obligation for the aforesaid college education is predicated upon his financial ability to pay such college or professional school expenses at the time each of the children reaches and enters college or professional school; and it is also further conditioned on the child having the desire or aptitude for college or professional school education. College education for each of the children shall be limited to four consecutive years after q. duation from high school, except the time shall be extended in case or serious illness or military service and the professional school education shall be limited to two consecutive years after graduation from college except the time shall be extended in the event of serious illness or military service or in the event the professional school attended extends for a required period beyond the two years.
- 7. The decision affecting the education of the children including the choice of college and professional school shall be made jointly by the parties and shall consider the express preference of the children provided, however, that neither party shall unreasonably withhold his or her consent to the express preference of the children. In the event the parties cannot agree on the school to be attended or in respect to any of the foregoing, a Court of competent jurisdiction shall make a

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determination upon proper notice and petition therefore.

- 8. That the husband may, if he has paid child support in full for the children for each year subsequent to the entry of the Judgment of Divorce herein, have the right to claim the minor children of the parties hereto as exemption on his Federal Income Tax Return.
- 9. The husband agrees that he shall pay the wife the sum of \$5,000.00 on the entry of the Decree for Divorce such sum to be added to the conveyance of the house by reason of the structure condition therein.
- all the household furniture, furnishings and effects now in her possession. She shall further retain as her sole and exclusive property the tools and equipment necessary for the maintenance of the marital home with the exception of the husband's personal tools which shall remain his sole and exclusive property. She will also be given the balance in the joint savings account of the parties in the First National wink of Schiller Park. She shall also retain as her sole property, a 1970 Chevrolet automobile 124 shares of ALLSTATE MUTUAL FUND and 212 shares in MUTUAL OMAHA GROWTH, free from any liens and free from any claim of the husband whatsoever.
- 11. As and for additional alimony, the husband shall quitclaim all of his right, title and interest in and to the former marital home commonly known as 9908 Ivanhoe, Schiller Park, Illinois, free and clear of any mortgages or liens by reason of any loans. The husband further represents that there are no other encumbrances or liens on the aforementioned property and that if encumbrances or liens are discovered subsequent to the entry of any Judgment for Divorce to be entered herein, that he will pay the said encumbrances and lients thirty (30) days after he is given formal notice of the same by the

K. P.

lof.

The hurband also agrees to pay one-half of the real estate taxes laved on the subject residence until the wife remarries or the youngest wife. I the wife hereby agrees to assume the mortgage balance units.) due and outstanding at the time of the entry of this Judgment of Divorce and to hald the husband harmless for the payment of

- 12. The husband shall assign to the wife all policies of insurance on the marital home upon the entry of this Judgment of Divorce herein.
- 13. The husband shall pay all bills incurred of a family nature up to the date of the signing of this Agreement and shall hold the wife harmless for the payment of any and all of these said debts and obligations, and further the husband shall hold the wife harmless for any debts which she has cosigned with the husband during the period of their marriage, however, to specifically include the balance due upon the former marital domicile's mortgage.
- 14. The husband shall keep as his fole and exclusive property all his personal affects, tools and enterprise in Mite Manufacturing, Inc.; the basement bar and all accessories; bottle collection located at the marital home. He shall also keep those items of personal property noted in addendum hereto and his automobile as his sole and exclusive property free from any claim of the Wife.
- effect by paying the premiums thereon when they become due on the life insurance policies on his life in the sum of \$10,000.00 per minor child and shall, upon the signing of this Agreement, take the necessary steps to make a minor child an irrevocable beneficiary on each of the aforesaid policies during their minority, and during that period of time the husband shall neither borrow against nor pledge or otherwise encumber the said policies and shall notify the insurance company of this restriction

and shall within thirty (30) days after the signing of this Agreement produce written evidence to the wife that the aforementioned has been accomplished. However, it is expressly agreed between the parties hereto that in lieu thereof, the husband may, at his option, name the wife as irrevocable beneficiary thereon while any unild of the parties hereto shall be a minor or while the father shall, of necessity, have an obligation for college or professional school training.

- 16. That the hysband shall pay and be responsible for the wife's attorney's fees and court costs incurred on account of these proceedings, in the additional sum of \$1,000.00, and to his attorney the additional sum of \$500.00; both sums payable within ten days herefrom.
- 17. Except as hereinafter or hereinbefore provided, both the husband and the wife hereby waive, release and relinquish as well as quit-claim to the other, all rights of dower, homestead inheritance rights and all other property rights or claims that he or she may have or has by reason of the marital relationship now existing between the parties hereto and by any present or future law of the United States of America or any other country in and to or against the property of the other party or his or her estate whether now owned or hereafter acquired by either party. Both the husband and wife herein forever covenant and agree for himself and herself, his or her heirs, executors, administrators, executors or assigns for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph.

In witness whereof the parties hereinto have affixed their hands and signatures on the day in the year above first written.

BARBARA L. REHBERG

WILLIAM E. REHBERG

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

- A. Then the plaintiff be and she is hereby awarded the care, custody, control, and education of minor children of the parties.
- B. That the written P operty Settlement Agreement between the parties dated the 30th day of September, 1976, and incorporated herein, is fair, just, and equitable and ought to be enforced as between them and each is directed to comply with all the terms and conditions thereof.
- C. That the accorneys fices for the accorneys for the plaintiff and counter-defendant, BARBARA REHBERC, are provided for under the terms of the Property Seculement Agreement and have been paid and satisfied.
- D. That the court shall and does reserve jurisdiction of the subject matter of this cause and the parties hereto for the purpose of enforcing the terms of this Decree in Divorce and scipulations incorporated therein.

ENTER:

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DATED: Clac 8,

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STATE OF ILLINOIS, COUNTY OF COOK ss.	of C
	of the Circuit Court of Cook County, in and for the State of Illinois, al thereof, do hereov certify the above and foregoing to be true, perfect
and complete COPY OF A CERTAIN J	SUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:
in a certain cause lately pending in said Cou	rt, between
BARBARA REHBERG	plaintiff/petitioner
and . WILLIAM E. REHBERG.	defendant/respondent.
	IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
	the seal of said Court, in said County, this
	day of
10-84) CCDCH-6	May 19. 87 Morgan M. Finley. Clerk

full, complete and thorough hearing at a future date.

10. That a Bifurcated Decree should be entered herein disposing of the matter of the marriage relationship now and the matter of property, custody etc. shall all be heard and determined at a future date.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

- A. That the plaintiff, BARBARA L. REHBERG, be and she is hereby granted a becree in Divorce from the defendant, WILLIAM E. REHBERG, and that the bonds of matrimony heretofore existing between the plaintiff and the defendant be and the same are dissolved and the same are dissolved accordingly.
- B. That all matter of property, child custody, child support, alimony and any other matters herein undecided shall be heard and determined by this Court at a future date, pursuant to Order of Court in this cause heretofore entered.
- C. That this shall be a partial or Bifarcated Decree with the matter above referred to be determined at a later date and this Court retains jurisdiction of the parties hereto and the subject matter hereof until such time as a final full and complete hearing and determination as aforesaid shall be had by this Court and an Order entered in that regard.

ENTER:

JUD

SEP 30 1976

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of Defender . Courtes Plant

ROBERT F. MEERSMAN

ATTORNEY AT LAW

16 W. NORTHWEST HWY.

MT. PROSPECT. ILLINOIS

Clearbrook 9-3222

Property of County Clerk's Office

A HEREBY CERTIFY THE ABOVE TO BE CORRECT.

THIS ABOUT IS THE COMMAND OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE