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PLACITA JUDGMENT

(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS, |
COUNTY OF COOK | ss.

PLEAS, before the Honorable HOWARD R. KAUFMAN,
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 AUGUST 4th,
in the year of our Lord, one thousand nine hundred and 83, and of the Independence
of the United States of America, the two hundredth and EIGHTH

PRESENT: - The Honorable . HOWARD R. KAUFMAN,
Judge of the Circuit Court of Cook County.

RICHARD M. DALEY, State's Attorney

RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

Morgan M. Finley

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CLERK OF THE CIRCUIT COURT
MORRIS M. FINLEY

AUG - 4 1983

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

JUDGE: HOWARD R. KAUFMAN
DEPUTY CLERK: _____

IN RE: THE MARRIAGE OF)

WILLIAM STRONG,)
Petitioner)

and)

BETTYE STRONG,)
Respondent)

NO. 83 D 9694

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This day came the petitioner, WILLIAM STRONG, by his attorney, Edward J. O'Connell, and the respondent, BETTYE STRONG, Pro Se, and this cause came on for a hearing as a default case upon the Petition for Dissolution of Marriage of the petitioner, and upon the Pro Se Appearance of the respondent, and upon the Stipulation of the parties that this matter be heard as a default case; and the petitioner appearing in open Court in his own proper person and by his attorney, and the Court having heard the testimony in open court of the petitioner in support of the allegations contained in his Petition for Dissolution of Marriage; and the Court having considered all the evidence and now being fully advised in the premises, FINDS that:

A. This Court has jurisdiction of the parties hereto and of the subject matter hereof.

B. The petitioner was a resident of the State of Illinois at the time the Petition for Dissolution of Marriage was commenced and has maintained his residence in the State of Illinois for a period in excess of ninety (90) days next preceding the making of these findings.

C. The parties were married on the 9th day of December, 1972, and the marriage was registered at Chicago, Cook County, Illinois.

D. One (1) child was born to the parties as a result of this marriage, namely: BYRON QUINCY STRONG, who was born on the 22nd day of February, 1979. No children were adopted by the parties during the course of this marriage. The petitioner is not now pregnant. It is in the best interests of the minor child that his custody be awarded jointly to the parties in accordance with their agreement.

E. Without cause or provocation by the petitioner, the

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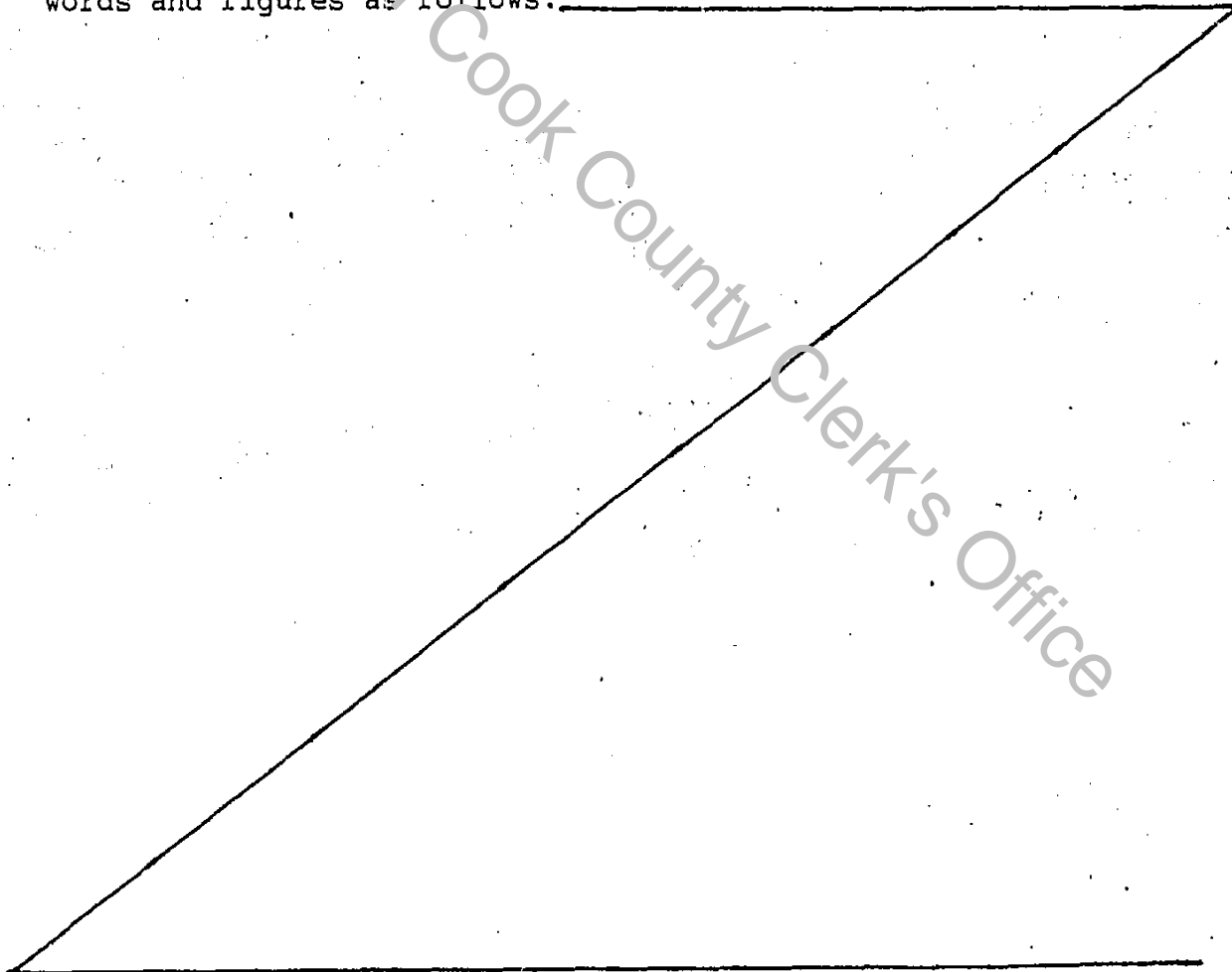
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respondent has been guilty of extreme and repeated mental cruelty toward the petitioner.

F. The petitioner has proved the material allegations of his Petition for Dissolution of Marriage by substantial, competent and relevant evidence, and that a Judgment for Dissolution of Marriage should be entered herein.

G. The parties hereto have entered into a Separation Agreement concerning the questions of the custody, visitation and support of the minor child of the parties, the maintenance of the parties, the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital property and the assignment of all non-marital property, and other matters, which Separation Agreement has been presented to this Court for its consideration. The agreement was entered into freely and voluntarily between the parties hereto; it is not unconscionable and ought to receive the approval of this court; and it is in words and figures as follows:



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MOTION CALL A

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

IN RE: THE MARRIAGE OF)
WILLIAM STRONG, Petitioner)
and)
BETTYE STRONG, Respondent)

NO. 830 9694

SEPARATION AGREEMENT

This Agreement made and entered into the 16TH day of May, 1983, by and between WILLIAM STRONG, hereinafter referred to as the "Husband," and BETTYE STRONG, hereinafter referred to as the "Wife," both parties hereto being residents of the Village of Hazel Crest, County of Cook, and State of Illinois.

WHEREAS, the parties hereto are Husband and Wife, between whom irreconcilable differences have arisen which render impossible the continuation of the marital relationship heretofore existing between them, as a result whereof, the Husband has filed in the Circuit Court of Cook County, Illinois, his Petition for Dissolution of Marriage, which cause is presently pending and not disposed of therein; and

WHEREAS, one (1) child was born to the parties as a result of the marriage, namely, BYRON QUINCY STRONG, who was born on the 22nd day of February, 1979; and

WHEREAS, the parties hereto have come to an amicable agreement concerning the settlement and disposition of certain proprietary rights inhering in them by reason of the marital relationship heretofore existing between them and of the custody, visitation and support of the minor child, which agreement the parties are reciprocally desirous of reducing to written form.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto, as follows:

ARTICLE I
REPRESENTATION OF THE PARTIES

The Husband has employed and had the benefit of counsel of Edward J. O'Connell, Esq. as his attorney. The Wife has chosen to represent herself and is not represented by counsel. The Wife acknowledges that she has been advised of her right to obtain her own attorney and has chosen not to do so. The Wife further

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acknowledges that Edward J. O'Connell, Esq. represents only the Husband. Each party further acknowledges that she and his is conversant with all of the wealth, property, estate and income of the other, and that each has freely and voluntarily executed this Agreement.

ARTICLE II
CUSTODY, VISITATION AND SUPPORT OF
THE MINOR CHILD

1. The parties agree that the Wife is a fit, proper and suitable mother of the minor child and that the Husband is a fit, proper and suitable father of the minor child. The parties further agree that it is in the best interest and for the best welfare of the minor child that the parties be awarded joint custody of the minor child.

1.1. For the purposes of this Article, the term "joint custody" shall be deemed to indicate the legal custody of the minor. The physical custody of the minor shall be in the parent specified below, it being the intention of the parties to foster the greatest possible contact between the child and both of his parents.

2. Prior to the start of kindergarten by the said minor, the Wife shall have the physical custody of the child from the month of September through the month of February, and the Husband shall have the physical custody of the child from the month of March through the month of August.

2.1. The parent who does not have the physical custody of the minor shall have visitation with the minor each weekend, from Friday at 7:00 P.M. until Sunday at 7:00 P.M.

2.2. In addition to the aforesaid weekend visitation, the parent who does not have the physical custody of the minor shall have the right to visit with the minor at such other times as the parties shall agree.

3. Upon the beginning of the normal kindergarten program by the said minor in September of 1984, the Wife shall have the physical custody of the minor during the school year.

3.1. The Husband shall have visitation with the minor child each weekend from Friday at 7:00 P.M. until Sunday at 7:00 P.M. In addition thereto, the Husband shall be entitled to have the child for one (1) week of the child's Christmas vacation and for one-half (1/2) of the Spring vacation period.

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3.2. In addition to the aforesaid periods of visitation, the Husband shall have the right to visit with the minor child at such other times as the parties shall mutually agree.

4. Upon the beginning of the normal kindergarten program by the said minor, the Husband shall have the physical custody of the minor during the summer vacation period. Such period of physical custody shall begin on the first Friday following the last day of school and shall end on the Tuesday after Labor Day.

4.1. The Wife shall have visitation with the minor child each weekend from Friday at 7:00 P.M. until Sunday at 7:00 P.M. In addition thereto, the Wife shall be entitled to a period of extended visitation for a period not to exceed ten (10) days during the period of her vacation from work. She shall provide at least twenty-one (21) days advance notice to the Husband of her desire to exercise such period of extended visitation.

4.2. In the event the Husband desires to take a vacation trip during the period of his vacation from work, he shall have the right to do so, and the Wife shall give up two (2) consecutive periods of weekend visitation in such event. The Husband shall provide at least twenty-one (21) days advanced notice to the Wife of his desire to exercise such right.

4.3. In addition to the aforesaid periods of visitation, the Wife shall have the right to visit with the minor child at such other times as the parties shall mutually agree.

B.S. 11d. 5. During the periods of time that the minor child is in the physical custody of the Wife, the Husband shall pay to the Wife, as and for the support of the said minor child, the sum of ~~seventy-five Dollars (\$75.00)~~ ^{NINETY Dollars} ~~(\$75.00)~~ per week. Such sum shall be paid directly to the Wife, and shall not be paid through the Clerk of the Circuit Court. The parties acknowledge that such sum shall not be deductible to the Husband and shall not be taxable to the Wife for Federal or State income tax purposes. The Wife shall not be obligated to pay any funds to the Husband as and for the support of the minor child when the said child is in the physical custody of the Husband.

6. The Husband shall provide major medical insurance for the benefit of the minor child. The Husband shall provide the Wife with proof of the existence of such insurance. In the event that any medical expenses are not paid for by such insurance, including any portion of covered medical expenses, the parties agree that such expenses shall be evenly divided between them. The Wife shall cooperate with the Husband in obtaining reimbursement from the medical insurance provider for any

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services rendered to the minor child which may be covered by such medical insurance.

7. The Husband shall be entitled to claim the minor child as an exemption for Federal and State income tax purposes, provided he is not in arrears on payments due to the Wife as provided herein.

8. The Husband shall maintain in full force and effect a life insurance policy on his own life in a minimum amount of Fifteen Thousand Dollars (\$15,000.00), designating the child as his beneficiary.

ARTICLE III PROPERTY SETTLEMENT

1. The parties have acquired and held in joint tenancy during the marriage certain real property located at 3304 Charlemagne, Hazel Crest, Cook County, Illinois, which is marital property. The legal description of the said property is attached hereto, marked as "Exhibit A," and made a part hereof.

1.1. The parties agree that the said property shall be placed for sale at the earliest possible date and that it shall be sold for the highest possible price.

1.2. The proceeds of the sale shall be utilized in the following order: (1) Payment of the first mortgage balance; (2) Payment of the second mortgage balance; (3) Payment of the costs of the sale, including brokers' commissions, normal closing costs and attorney's fees attributable to such sale, and the like; (4) Payment of the outstanding balance due to Beverly Bank; (5) Payment of the outstanding balance due to VISA; (6) Payment of the outstanding balance due to Homemakers; (7) Payment of the outstanding balance due to Montgomery Ward and Company; and (8) Payment of the outstanding balance due to Sears Roebuck and Company. Any balance remaining after the payment of such expenses shall be evenly divided between the parties hereto. Each party shall use his and her best efforts to effectuate such sale at the earliest possible date.

1.3. The parties agree that no additional charges shall be made to any debt enumerated in paragraph 1.2, above.

1.4. Prior to such sale of this said property, the Husband shall continue to reside therein, and shall make the minimum normally required payments on the debts enumerated in paragraph 1.2, above. In the event the sale of the said property is not closed within six (6) months following the entry of the Judgment for Dissolution of Marriage in the

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instant cause, the Husband shall receive a credit at the time of the closing for all reductions in the principal of the aforesaid debts at the time of the closing of the sale of the said property.

2. The Husband shall maintain as his own personal property, free of any claims of the Wife, the 1977 Chevrolet automobile currently in his possession, and shall hold the Wife harmless of any liability which may result on account of the ownership of the said automobile.

3. The Wife shall maintain as her own personal property, free of any claims of the Husband, the 1982 Datsun automobile currently in her possession, and shall hold the Husband harmless of any liability which may result on account of the ownership of the said automobile, including, but not limited to, the balance remaining due from the loan incurred at the time the said automobile was purchased.

4. The household furniture and furnishings accumulated by the parties during the marriage shall be divided between the parties as they shall agree, to the end that each shall receive approximately one-half (1/2) of the value of such items. The items to be the property of the Wife shall be removed from the marital residence by her within thirty (30) days after the entry of the Judgment for Dissolution of Marriage in the instant cause.

5. each party shall retain as his and her own personal property their respective items of clothing and personal belongings.

6. The parties acknowledge that neither party has any vested rights in any pension or profit sharing plan. Such rights as may become vested in the future on account of any employment during and after the marital relationship of the parties shall be the sole property of the party by whom such benefits may be earned.

7. All of the non-marital property belonging to the respective parties has been divided and is currently in the possession of the proper owner.

ARTICLE IV MAINTENANCE

Both the Husband and the Wife do hereby release and convey mutually any right to maintenance both past, present or future which they may have as a claim upon each other. The parties hereto understand that maintenance was formerly known as alimony. The parties further understand that maintenance is forever barred and that neither party may come into any court seeking such right

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of maintenance.

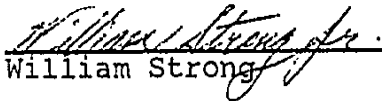
ARTICLE V MISCELLANEOUS PROVISIONS

1. Each party, his or her heirs, executors or administrators, upon demand of the other shall execute or deliver to the other party any and all instruments and documents as may be designated herein or as may be reasonable necessary to make effective the provisions of the Agreement, and to release his or her respective interests in any property belonging to or awarded to the other, the intention being that the property settlement provided for in this Agreement shall constitute a complete adjustment of the property rights of the parties hereto.

2. This instrument contains the whole and entire Agreement of the parties hereto, and in the event that either the Husband or the Wife at any time hereafter obtains a Judgment for Dissolution of Marriage in the cause presently pending between them, this Agreement and all of the provisions thereof shall be incorporated into any such Judgment for Dissolution of Marriage, but in no event shall this Agreement be effective or of any validity unless a Judgment for Dissolution of Marriage is entered in the pending case brought by the Husband and referred to hereinbefore. The Court, on the entry of the Judgment for Dissolution of Marriage, shall retain the right to enforce the provisions and terms of this Agreement.


3. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Separation Agreement.



William Strong

SIGNED AND SWORN TO before me this
16th day of May, 1983.



Notary Public

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Bettye Strong
Bettye Strong
Bettye Strong

SIGNED AND SWORN TO before me this
3rd day of May, 1983.

Grace A. Plastow
Notary Public

Edward J. O'Connell
Attorney for William Strong
312 West Randolph, Suite #200
Chicago, IL. 60606
312 / 236 - 5672

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EXHIBIT A

Lot 87 in Chateaux Champagne Subdivision Unit No. S-1, being part of the North 1/2 of the Southeast 1/4 of Section 35, Township 36 North, Range 13, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on June 25, 1970 as Document No. 2509147, in Cook County, Illinois.

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ON THE MOTION OF THE ATTORNEY FOR THE PETITIONER, IT IS HEREBY ORDERED as follows:

1. The parties are awarded a Judgment for Dissolution of Marriage, and the bonds of matrimony existing between the petitioner, WILLIAM STRONG, and the respondent, BETTYE STRONG, are hereby dissolved.

2. The parties are awarded joint custody of the minor child of the parties, subject to the Separation Agreement of the parties as set forth herein.

3. The Separation Agreement between the petitioner and the respondent, which is set forth in full, above, is made a part of this Judgment for Dissolution of Marriage. All of the provisions of the 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 the said provisions were set forth in this paragraph verbatim as the judgment of this Court. Each of the parties hereto shall perform under the terms of the Separation Agreement.

4. Each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this judgment.

5. Any right, claim, demand or interest of the parties in and to maintenance for themselves, whether past, present or future, and in and to the property of the other, whether real or personal, of whatsoever kind and nature and wheresoever located, including, but not limited by homestead, succession and inheritance, arising out of the marital relationship, or any other relationship existing between the parties hereto, except as expressly set forth in the aforesaid Separation Agreement, is forever barred and terminated.

6. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the Separation Agreement made in writing between the parties, and set forth in full, above.

ENTER:

JUDGE

Dated: _____

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APPROVED:

William Strong
WILLIAM STRONG

Betty Strong
BETTY STRONG

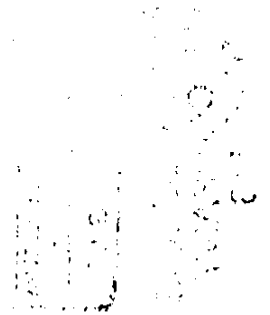
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Edward J. O'Connell
Attorney at Law
312 West Randolph, Suite 200
Chicago, IL. 60606
312 / 236 - 5672

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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:**

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in a certain cause lately pending in said Court, between
. WILLIAM STRONG, plaintiff/petitioner
and BETTYE STRONG, defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed
the seal of said Court, in said County, this 21st,
day of DECEMBER, 19. 87

. *Morgan M. Finley* Clerk

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IDENTIFIED No.	Register of Towns Titles ANDY BUS YORELL G.I.T.
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GREATER ILLINOIS
TITLE COMPANY

BOX 116

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