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(4-81) CCG-8

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

3708168

Cleveland Clark

plaintiff

v.

Parvate Clark

defendant

NO. 840 15436

3708168

RELEASE (SATISFACTION) OF JUDGMENT

Ross B. Shuman

the

Attorney
(Judgment creditor)

(assignee of record)

having received full satisfaction

(legal representative)

and payment, releases the judgment entered on

against defendant

\$ 2,500.00

and costs, *as well as attorney fees*

May 12

19 88

Cleveland Clark

19 88

(Address of Judgment Debtor)

Approved:

Attorney of record

Name Ross B. Shuman
Attorney for *C. Cleveland Clark*
Address 930 W 115th St
City Homewood
Telephone 957-5300

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

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3308

(4-81) CCG-8

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

IN RE THE MARRIAGE OF

CLEVELAND D. CLARK,

plaintiff

v.

PAULETTE CLARK,

defendant

NO. 84. D. 15436

RELEASE (SATISFACTION) OF JUDGMENT

NORMAN H. LESSER

the

(Judgment creditor)

(assignee of record)

legal representative

(legal representative)

having received full satisfaction

and payment, releases the judgment entered on 1988 ..

against defendant for attorney's fee rendered Paulette Clark for

\$ 2,000.00 and costs

12448 S. Justine, Chicago, Illinois

(Address of Judgment Debtor)

1988

Approved:

Attorney of record

Name Norman H. Lesser - #05956
Attorney for Plaintiff
Address 123 W. Madison St., Ste. 1600
City Chicago
Telephone 312-726-2645

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

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5/14/88

Paulette Clark acknowledges receipt of the sum of
Seven thousand ^{two hundred} dollars pursuant to Judgment For
Division of Marraige entered in Case 84-15436 in the
Circuit Court of Cook County, Illinois

Paulette Clark

Subscribed & Sworn before me
this 14th day of May, 1988.

Mary Ann Jeffers

State of Illinois
County of DuPage
My Commission EXP 3-18-90

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PLACITA JUDGMENT

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(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK ss.

3708168

EVELYN JOHNSON

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 4th
in the year of our Lord, one thousand nine hundred and -88 and of the Independence
of the United States of America, the two hundredth and -TWELFTH

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

RICHARD M. DALEY, State's Attorney
JAMES E. O'GRADY
RICHARD J. ELROD, Sheriff

Attest: MORGAN M. FINLEY, Clerk.

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

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

IN RE THE MARRIAGE OF)
)
CLEVELAND CLARK)
)
) Petitioner)
and)
)
PAULETTE CLARK)
)
) Respondent)

NO. 84 D 15436

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS DAY came again the said Petitioner, CLEVELAND CLARK by his attorney, ROSS B. SHUGAN of LEVINE, WITTENBERG, EISNER, NEWMAN & SILVERMAN, LTD., and the Respondent, PAULETTE CLARK, by her attorney, NORMAN LESSER, both parties having appeared in open Court, and it appearing to the Court that said Respondent has had due notice of the pendency of this suit by having filed her Appearance and Response; and this cause coming on for hearing on the Petition of the Petitioner and Response of the Respondent.

And the Court having heard the testimony of the Petitioner taken in open Court, a certificate of which evidence is filed herein, and now being fully advised in the premises, FINDS:

That it has jurisdiction of the parties hereto and the subject matter hereof.

NO FEES - 2 RELEASES ATTACHED
GIVE RIGHT
ONE RECEIPT \$7000.00

LIEN IN FUR OF
PAULETTE CLARK - \$2000.00

[Handwritten initials]

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That the Petitioner at the time of filing of said Petition was domiciled and a resident in the State of Illinois and said domicile and residence has been maintained for 90 days prior to the findings herein.

That the parties hereto were lawfully married on May 27, 1977 and said marriage was registered at Cook County, Illinois; that one (1) child was born to the parties as a result of their marriage, namely: Shawnte, born August 21, 1979; that no children were adopted by the parties; that the Respondent is not now pregnant.

That the Petitioner by competent evidence, established that without cause or provocation by the Petitioner, the Respondent has been guilty of mental cruelty as charged in the Petition.

That the parties have entered into a written settlement agreement and have entered into an oral supplemental agreement.

The Court finds that the parties hereto have entered into an agreement in writing to settle and adjust the matters in dispute between them, subject to the approval by this Court, which Agreement the Court finds to be binding upon the parties and which is in words and figures as follows, to wit:

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RS:dm 2/15/88-6

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

IN RE THE MARRIAGE OF)	
)	
CLEVELAND D. CLARK,)	
Petitioner,)	
)	
and)	No. 84 D 15436
)	
PAULETTE CLARK,)	
Respondent,)	

PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT, made 1/11/88, 1988, in Chicago, Illinois, by and between PAULETTE CLARK, hereinafter referred to as the "Wife", and CLEVELAND D. CLARK, hereinafter referred to as the "Husband".

The parties were lawfully married on May 27, 1977, in Cook County, Illinois.

Irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated and they now live separate and apart from each other.

The Husband has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, known as Case No. 84 D 15436, and that case remains pending

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and undetermined.

The parties hereto consider it to their best interests to settle between themselves the questions of maintenance for the Wife; the questions of custody, support, maintenance, and medical and related needs, and the education of the child of the parties and to fully settle rights of property of the parties, other rights growing out of the marital or any other relationship now or previously existing between them and to settle any rights which either of them now has or may have hereafter or claim to have against the other and all rights, of every kind, nature, and description which either of them now has or may hereafter have or claim to have against the other, or in or to any property of the other, whether real or personal now owned, or which may hereafter be acquired by either of them; or any rights or claims in and to the estate of the other.

The Wife has employed and had the benefit of counsel of NORMAN H. LESSER as her attorney. The Husband has employed and had the benefit of counsel of ROSS B. SHUGAN as his attorney. 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 has been fully informed of the wealth, property, and income of the other and that each has been

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fully informed of his and her respective rights in the premises.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby freely and voluntarily agree as follows:

JOINT PARENTING AGREEMENT: That the parties are awarded joint legal custody of the minor child, SHAWNTE.

With respect to major decisions concerning the health, education or religious training of the minor child the Husband shall consult with the Wife before making said decisions except in an emergency. Upon consultation, if a dispute thereon arises between the parties they shall attempt to resolve said dispute among themselves amicably. If they are unable to so resolve said disputes, then they shall go to the Mediation Service of the Circuit Court of Cook County, Illinois. If they still are unable to resolve said dispute then either party may petition the Circuit Court of Cook County to resolve the dispute upon proper notice. With respect to day to day routine decisions concerning the minor child, the Husband shall have the authority and responsibility to make said decisions.

The physical residence of the child shall be with

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the Husband and he is awarded physical custody of said child.

The Wife is awarded visitation with the minor child as follows: one day per weekend from 10:00 a.m. to 8:00 p.m., said day to alternate between Saturday and Sunday; two weekdays per week from 5:30 p.m. to 8:00 p.m.; alternate legal holidays from 10:00 a.m. to 8:00 p.m., each Mother's Day from 10:00 a.m. to 8:00 p.m. (The child shall be with the Husband each Father's Day.) However, upon proof by the Wife that she has successfully completed alcoholism counseling, in lieu of the foregoing, her visitation shall be as follows: alternate weekends from Friday at 8:00 p.m. to Sunday at 8:00 p.m.; two weekdays per week from 5:30 p.m. to 8:00 p.m.; alternate legal holidays from 10:00 a.m. to 8:00 p.m., and each Mother's Day from 10:00 a.m. to 8:00 p.m., (the child shall be with the Husband each Father's Day), and two consecutive weeks in the summer upon 60 days written notice. Neither party shall be intoxicated in the presence of the minor child.

The parties and minor child are directed to attend family counselling at Family Services or a comparable counselling agency.

The provisions of this Joint Parenting Order shall be reviewed by the parties at least once annually. The

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parties further stipulate that, in the event either party petitions for a review of any of the provisions of this joint parenting order, subsequent to the Wife's completion of alcoholic counseling, the said review shall be done on a de novo basis.

Upon petition by either party for enforcement of any of the provisions of this Joint Parenting Order, if the Court finds that the other party violated the provision or provisions in question without cause or justification, then the said other party shall be responsible for payment of reasonable attorney's fees ^{AND COSTS} incurred by the party bringing the enforcement action.

2. The Husband and Wife shall each procure and maintain a major medical insurance policy covering the minor child during the minority of the child. The Husband's carrier shall be designated the primary carrier, the Wife's the secondary carrier. All medical bills incurred on behalf of the minor child shall be submitted to both insurance carriers for payment. Any balance remaining unpaid on same after payment by both insurance carriers shall be paid 2/3 by the Husband and 1/3 by the Wife. The term medical includes but not by way of limitation: medical, hospital, surgical, prescription drug, psychological, and psychiatric expenses for the minor child.

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3. Each party shall maintain its existing life insurance on its life naming the minor child as irrevocable beneficiary on same during her minority. The parties shall each exhibit to each other their compliance with this provision at least annually.

4. The Husband and Wife shall pay for the college education expenses of the child. The Husband's and Wife's obligation is conditioned upon the following:

A. The child has at that time the desire and aptitude for a college education;

B. The college education is limited to four consecutive years after graduation from high school, except the time shall be extended in the case of serious illness or military service; and

C. The Husband and Wife have the financial ability to pay such college expenses.

5. The decisions affecting the education of the child, including the choice of college, shall be made jointly by the parties, and shall consider the expressed preference of the child. In the event the parties cannot agree upon the school to be attended or in respect to any of the foregoing, a Court of competent jurisdiction shall make the determination upon proper notice and petition.

6. The issue of any contribution by the Wife to

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the support of the minor child is hereby reserved based upon Husband's gross income of approximately \$22,000.00 per year and Wife's gross income of approximately \$15,000.00 per year.

7. Each party waives its right to maintenance, formerly known as alimony, and is hereafter barred from same. This provision is non-modifiable.

8. With respect to the marital home located at 12448 South Justine, Calumet Park, Illinois it is agreed as follows: The Husband shall buy-out the Wife's interest in and to said home for the sum of \$9,000.00. Said sum shall be payable as follows: \$7,000.00 ~~immediately~~ ^{immediately} upon entry of the Judgment. The balance of the sum shall be paid by the Husband at the rate of \$125.00 per month, the first payment commencing 30 days after entry of Judgment For Dissolution of Marriage. Concurrently with the payment to the Wife by the Husband of the initial \$7,000.00, the Wife shall execute and deliver to the Husband a quit claim deed conveying to the Husband all of her right, title and interest in and to said property. Wife represents that she has incurred no incumbrances on said property except the aforementioned first and second mortgages. The Husband shall be responsible for payment of the first and second mortgages, real estate taxes and homeowner's insurance for the home and

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shall hold the Wife harmless thereon. Wife shall vacate the home immediately upon her receipt of the \$7,000.00. In the event that the Husband fails to comply with his obligation to pay the aforementioned installment payments of \$125.00 per month, thereupon, the Wife may petition for enforcement of same, and the Husband shall pay her reasonable attorney's fees. (S) Legal description is described on Exhibit B.

9. The Husband shall receive the 1973 Monte Carlo as his sole and separate property free and clear of any claim on the part of the Wife.

The Wife shall receive the 1974 Vega as her sole and separate property free and clear of any claim on the part of the Husband.

10. The Husband shall receive all furniture and furnishings in the marital home with the exception of the items listed on Exhibit A, which are awarded to the Wife.

11. Except as otherwise provided herein, each party shall be responsible for any bills incurred since January 1, 1984 and shall hold the other harmless. The Husband shall be responsible for payment of a certain Sears household appliance bill, account No. _____ and shall hold the Wife harmless. With respect to a certain bill incurred by Paulette Clark for medical treatment at Central Community Hospital in 1984 which balance is approximately

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\$1,100.00, the parties shall be equally responsible for any liability on said balance.

12. Each party shall be responsible for payment of its own attorney's fees. PAULETTE CLARK shall pay to NORMAN LESSER the sum of \$ 2,000.00 as and for the balance of her attorney's fees payable out of her buy-out proceeds of the marital home. The Husband shall pay to ROSS B. SHUGAN the sum of \$ 1,100.00 as and for the balance of his attorney's fees payable at the time of buy-out of the Wife's interest in the marital home, or out of his share of the net proceeds thereon.

13. Each of the parties, his or her heir, executors or administrators, upon demand of the other, at any time hereafter, shall execute and deliver to the other party, any and all instruments and documents as may be designated herein or as may be reasonably necessary to make effective the provisions of this Agreement and to release his or her respective interest in any property (real or personal) 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.

14. Except as otherwise provided herein, each of the parties hereto does hereby forever relinquish, release,

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waive, and quit claim to the other party hereto all property rights and claims which he or she now has or may hereafter have, as husband, wife, widower, widow, or otherwise, or by reason of the marital relations now existing between the parties hereto or by virtue of any present or future law of any state or of the United States of America or any other country, in or to, or against the property of the other party or his or her estate, whether now owned or hereafter acquired by such other party. Each of the parties hereto further covenants and agrees for himself and herself and his and her heirs, executors, administrators and assigns, that he or she will never at any time hereafter sue the other party or his or her heirs, executors, administrators and assigns, for the purpose of enforcing any of the rights relinquished under this paragraph.

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



CLEVELAND D. CLARK



PAULETTE CLARK

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The oral supplemental order is as follows:

A. That the Husband will receive his pension as his sole and separate property free and clear of any claim on the part of the Wife. That the Wife will receive her pension as her sole and separate property free and clear of any claim on the part of the Husband.

B. That the initial Seven Thousand Dollar (\$7,000) check payment to be paid to the Wife, pursuant to the written settlement agreement, is to be made payable to both PAULETTE CLARK and NORMAN LESSER, her attorney.

C. That said Seven Thousand Dollars (\$7,000) is to be paid no later than fourteen (14) days after entry of Judgment for Dissolution of marriage and in the event it would not be paid, then the prove up on Judgment would be vacated upon motion of either party.

D. That the Wife shall cooperate in delivering the Quit Claim Deed and other necessary documents at the closing to facilitate disbursements of the funds, which funds will be disbursed after the torrens filing is made.

E. That the Wife will have five (5) days after she receives the Seven Thousand Dollars (\$7,000) to vacate the home. However, if she is in the hospital at the time the money is disbursed, she will have five (5) days after her release from the hospital to vacate the home.

F. With regard to the furniture that is awarded to the Wife, pursuant to the written agreement, she will have sixty (60) days after receipt of the said Seven Thousand Dollars (\$7,000) to remove the furniture, or in the event she is in the hospital at the time she receives the money, she will have sixty (60) days from her release from the hospital to remove her furniture.

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EXHIBIT A

ITEMS TO BE AWARDED TO THE WIFE:

1. From the living room: 1 sofa; 1 cocktail table; 1 end table; 1 lamp.
2. From the master bedroom: 1 19" color television; 1 wicker chair.
3. From the bathroom: sheets, towels, rugs and sundries to be divided.
4. From bedroom #2: 1 king size bed; 1 chest; 1 dresser; 1 old chair.
5. From the basement: 2 card tables; 1 rollaway bed; records and tapes to be divided.
6. Patio furniture.

7. *OWNERSHIP OF COOKING UTENSILS AND OTHER
THAT OF HOUSEHOLD (EXCLUDING FURNITURE
AND GARDEN ITEMS)*

Cook County Clerk's Office

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EXHIBIT B

LOT 47 IN PANOZZO'S SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON NOVEMBER 19, 1956 AS DOCUMENT NUMBER 1708298.

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, and this Court, by virtue of the power and authority herein vested, and the Statute in such case made and provided

DOTH ORDER, ADJUDGE, AND DECREE as follows:

A. That a Judgment for Dissolution of Marriage be awarded to the parties dissolving their marriage.

B. That the oral agreement and written Property Settlement Agreement heretofore entered into between the parties is hereby made part of this Judgment, and each of the parties are directed to comply with all the terms and conditions thereof.

C. That this Court retain jurisdiction of the aforementioned matters for the purpose of enforcing all of the terms and conditions of this Judgment for Dissolution of Marriage.

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	ENTERED
DATED:	
ENTERED:	
	JUDGE KELSON

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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:

[Dotted lines for judgment details]

In a certain cause lately pending in said Court, between
CLEVELAND CLARK plaintiff/petitioner
and PAULETTE CLARK defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the seal of said Court, in said County, this 6th day of MAY 19 88

Morgan M. Finley Clerk

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