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PLACITA JUDGMENT

NOV 27 1985

(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,
COUNTY OF COOK

PLEAS, before the Honorable J. HARRIS
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
NOVEMBER 20th,
87
in the year of our Lord, one thousand nine hundred and
and of the Independence
of the United States of America, the two hundredth and
TWELFTH

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

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

Attest: MORGAN M. FINLEY, Clerk.

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

IN RE: THE MARRIAGE OF)
)
 MICHAEL A. ROSS,)
)
 Petitioner,)
)
 and)
)
 SUSAN L. ROSS,)
)
 Respondent.)

NO.

87013893

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS DAY CAME AGAIN the Petitioner, MICHAEL A. ROSS, by and through his attorney, IRA E. RUBIN of PARKER & RUBIN, LTD., and the Respondent, SUSAN L. ROSS, not being represented by counsel, and the parties having stipulated to have this matter heard as an uncontested matter, and this cause came on for hearing upon the duly verified Petition for Dissolution of Marriage of the Petitioner, and the appearance of the Respondent, and the Court having heard the testimony in open court, and the Court having considered all of the evidence and now being fully advised in the premises:

DOTH FIND:

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

B. That the Petitioner and the Respondent were domiciled in and residents of the State of Illinois and County of Cook at the time the Petition for Dissolution of Marriage was commenced and have maintained a domicile in the State of Illinois for ninety (90) days next preceding the making of the findings.

C. That the parties were married on April 12, 1975 in Wilmette, Illinois, and that said marriage was registered in Cook County, Illinois.

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D. That three children were born to the parties hereto as a result of this marriage, namely: LINNEA SERAFIA, age 9, having been born on July 30, 1977; STEPHANY ELFRIEDA, age 7, having been born on June 11, 1980; and EMMA GRACE, age 3, having been born on July 19, 1984. That no children were adopted by the parties hereto and that the Respondent is not presently pregnant.

E. That the Petitioner and Respondent have lived separate and apart for a continuous period in excess of one (1) year and irreconcilable differences have caused the irretrievable breakdown of the marriage and that all efforts of reconciliation have failed.

F. That the parties hereto have entered into a Marital Settlement Agreement dated August 7, 1987, concerning the questions of 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 and non-marital property, custody, child support and other matters, and which Agreement has been presented to this Court for its consideration. Said 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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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 7 day of August, 1987, by and between MICHAEL A. ROSS (hereinafter referred to as "MICHAEL") and SUSAN L. ROSS (hereinafter referred to as "SUSAN"), both parties being residents of the County of Cook, State of Illinois.

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WITNESSETH:

WHEREAS:

A. That the parties hereto were married on April 12, 1975, in Wilmette, Cook County, Illinois.

B. That three (3) children were born to the parties hereto as issue of their said marriage, namely: LINNEA SEPAFIA, age 9, having been born on July 30, 1977; STEPHANY ELFRIEDA, age 7, having been born on June 11, 1980; and EMMA GRACE, age 3, having been born on July 19, 1984. That no children were adopted by the parties hereto and that the Respondent is not presently pregnant.

C. That unfortunate and irreconcilable differences and difficulties have arisen between the parties as a result of which they have ceased cohabiting as husband and wife.

D. That MICHAEL has filed a Petition for Dissolution of Marriage against SUSAN in the Circuit Court of Cook County, Illinois, known as Case No. [redacted] entitled "IN RE: THE MARRIAGE OF: MICHAEL A. ROSS, Petitioner, and SUSAN L. ROSS, Respondent." Said cause is still pending and undetermined.

E. That without any collusion as to the pending case or as to any dissolution of marriage proceedings between the parties hereto, but without prejudice to any right of action for dissolution which either of 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 parties, custody, child support and related matters, the respective rights of property growing out of the marital

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relationship or any other relationship, the questions of attorneys' fees and all rights of any kind, nature and description, whether real, personal or mixed, marital or non-marital, 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 MICHAEL has employed and has had the benefit of counsel of IRA E. RUBIN, of PARKER & RUBIN, LTD., as his attorney. That SUSAN has not had the benefit of counsel. The parties acknowledge that each of them has been fully informed of the wealth, property, estate and income of the other, both directly and through furnishing of financial data to counsel or directly to one another and of his or her respective rights in the premises, 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 consideration by each 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:

ARTICLE I

RESERVATION OF LITIGATION RIGHTS

1.1 This Agreement is not one to obtain or stimulate a dissolution of marriage. MICHAEL reserves the right to prosecute his pending action for dissolution and to defend any action which SUSAN may commence. SUSAN reserves the right to prosecute any action for dissolution which she may deem necessary or proper and to defend any action which MICHAEL may bring or has brought.

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ARTICLE II

CHILD CUSTODY AND VISITATION

2.1 CUSTODY: The parties hereto mutually covenant and agree that SUSAN is a fit and proper person to be the custodial parent of the minor children. The parties further agree that SUSAN shall have the sole care, custody and control of LINNEA SERAFIA, STEPHANY ELFRIEDA and EMMA GRACE, subject to MICHAEL'S reasonable and liberal visitation rights with said children.

2.2 COOPERATIVE SENTIMENT: The parties hereto further mutually covenant and agree that they will use their best efforts to foster the respect, love and affection of the children toward the other party and will cooperate fully in implementing a relationship giving the children maximum feeling of security.

2.3 NOTIFICATION OF LOCATION: The parties shall keep each other informed as to the exact place where each of them resides, the telephone numbers of his or her residence, the telephone numbers of his or her place of employment and if either party shall travel out of town, as determined from their individual residences, for an extended period of time, then such party shall notify the other of his or her destination and provide a telephone number where he or she can be reached in case of emergency.

2.4 ACCESS TO PROFESSIONALS: SUSAN shall advise MICHAEL of the children's grades, progress in school, health and welfare and MICHAEL shall be given direct access to the children's medical, dental and school reports. MICHAEL shall further have direct access to the children's doctors, dentists, teachers and any other individual directly related to the well-being of the children.

ARTICLE III

MAINTENANCE

Each of the parties agrees to waive any and all rights that he or she may have to receiving maintenance from the other, whether it be past, present or future maintenance.

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ARTICLE IV

CHILD SUPPORT

4.1 CHILD SUPPORT: MICHAEL covenants and agrees that he will pay to SUSAN the sum of ONE HUNDRED THIRTY THREE and 33/100 (\$133.33) per child, per month, as and for child support. That said sums of child support are based upon MICHAEL's net income of approximately \$20,000.00 per year. Said payments shall be made

directly to SUSAN and not through the Clerk of the Circuit Court of Cook County. MICHAEL shall make child support payments in the sum of \$133.33 per month per child until each child becomes 18 years of age or is otherwise emancipated, whichever event occurs first.

4.2 MEDICAL INSURANCE AND PAYMENTS: MICHAEL shall maintain and provide hospitalization and medical insurance coverage for the three minor children.

MICHAEL hereby agrees to pay for all uninsured extraordinary medical, optical and dental expenses for LINNEA SERAFIA, STEPHANY ELFRIEDA and EMMA GRACE, reasonably incurred for the duration of their minority. The term "extraordinary" as used in this paragraph shall include surgery, serious accidents requiring hospitalization or extended medical care; psychological care; ophthalmological care; including glasses; orthodonture and other dental care including the filling of cavities; allergies, and the like, but shall not include routine check-ups, minor accidents, illnesses and ailments, routine drug supplies, dental x-rays or teeth cleaning and the like. SUSAN agrees that in the event of LINNEA SERAFIA's, STEPHANY ELFRIEDA's or EMMA GRACE's need for extraordinary medical or dental care, she will promptly advise MICHAEL of said child's condition and of the need for such medical or dental care before incurring said expenses. It is understood by both parties that SUSAN's agreement to give MICHAEL prior notice shall not apply in cases of emergency, being defined as the children's life being endangered, when SUSAN may be unable to contact MICHAEL prior to incurring such an expense or where the immediacy of treatment shall preclude SUSAN from giving MICHAEL notice of same. The parties further agree that SUSAN shall pay for all ordinary medical, dental and optical needs of the minor children.

4.3 COLLEGE: The issue of who shall be responsible for the payment of a college education for the minor children of the parties hereto is hereby reserved

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for further determination by this Court.

ARTICLE V

SETTLEMENT OF MARITAL, NON-MARITAL AND PERSONAL PROPERTY RIGHTS

5.1 In connection with the division of the below described marital property by and between the parties, each of the parties acknowledge that same is being divided in respect to the contribution by each of them to the accumulated marital estate and in accordance with the provisions of the Illinois Marriage and Dissolution of Marriage Act, including Sections 503(e) and (f).

5.2 FURNITURE AND FURNISHINGS: The parties covenant and agree that they have equitably divided the furniture, furnishings and fixtures located in the marital residence and that there is no dispute as to the present division of all property. All property now in the possession of SUSAN shall be the sole and separate property of SUSAN. All property now in the possession of MICHAEL shall be the sole and separate property of MICHAEL.

5.3 REAL ESTATE: MICHAEL agrees to waive all of his right, title and interest, and shall execute a Quit Claim Deed in favor of SUSAN, in and to the real estate and improvements thereon located at 365 Illinois Blvd., Hoffman Estates, Illinois, and legally described as follows:

LOT 7 IN BLOCK 64 IN HOFFMAN ESTATES V, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22 AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUSAN agrees to indemnify and hold MICHAEL harmless from any and all responsibility in connection with the payment of the first mortgage encumbrance due to Talman Home Mortgage.

5.4 AUTOMOBILES: Each of the parties shall keep as his or her own separate property, the automobile now in his or her possession.

5.5 INCOME TAX EXEMPTIONS: MICHAEL shall be entitled to take two of the three children, namely: STEPHANY ELFRIEDA and EMMA GRACE, as exemptions on both his federal and state income tax returns, and SUSAN shall be entitled to take LINNEA SERAFIA as an exemption on both her federal and state income tax returns, commencing with the year 1987 and subsequent thereto.

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5.6 MARITAL DEBTS: MICHAEL agrees to pay and be responsible for the outstanding balances for VISA, MASTERCARD and J C PENNEY. Each party warrants that he or she has not incurred any debts or liabilities with third parties for which the other would be liable since the separation of the parties, except for those in the ordinary course of living, which shall be paid by the party who incurred each such debt or liability. Each party agrees with the other party that he or she will not at any time hereafter contract any debt or liability whatsoever with third parties for which the other or his or her legal heirs, representatives and assigns, or his or her property or estate, shall become liable. Each party agrees with the other party at all times to keep the other party, his or her heirs, personal representatives and assigns, free, harmless and indemnified of and from any claims, debts, charges or liabilities hereafter contracted by either party with third parties.

5.7 GENERAL WAIVER: Except as otherwise provided in this Agreement, each of the parties hereto covenants and agrees that each party shall have and retain sole exclusive right, title and interest respectively, in and to each and all of the property in his or her respective possession or under his or her respective control upon the date of this Agreement, including in said property, but not limited by, all businesses, all choses in action, interests as trustee and beneficiaries of trust, bank balances, royalties, pension and profit sharing plans and balances, bonds, stocks, securities and real estate.

ARTICLE VI

LIFE INSURANCE

6.1 MICHAEL agrees to maintain and be responsible for the payments of the premiums for the following policies:

- (a) Equitable Life Insurance Company in the face amount of \$5,000.00;
- (b) Liberty Mutual Insurance Company in the face amount of \$25,000.00.

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MICHAEL agrees to maintain and pay said premiums on the above mentioned policies for the benefit of the minor children until they reach their majority or they complete their college education, whichever event occurs last. MICHAEL shall cause the beneficiary of the insurance policies to be changed to provide that the three minor children shall be the beneficiaries until they reach their majority or they complete their college education, whichever event occurs last.

ARTICLE VII

DOCUMENT EXECUTION CLAUSE

7.1 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 and 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 portions 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 expressly declared to, constitute a full and effective present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned, and conveyed and a full present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived.

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ARTICLE VIII

GENERAL PROVISIONS

8.1 MICHAEL covenants and agrees that except as herein provided for in this Agreement, that he will, and does hereby waive, remise and relinquish any and all claims of right, title and interest which he now has or might hereafter assert in and to the property of SUSAN, real, personal or mixed, of whatsoever nature and

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wheresoever situated, by reason of the marital relationship heretofore existing between them or for any other cause, including, but not limited by, alimony or maintenance (whether past, present or future), dower, homestead, inheritance and succession.

8.2 SUSAN covenants and agrees that except as herein provided for in this Agreement, that she will and does hereby waive, remise and relinquish any and all claims of right, title and interest which she now has, or might hereafter assert, in and to the property of MICHAEL, 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, alimony or maintenance (whether past, present or future), dower, homestead, inheritance and succession.

8.3 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 of administration in any form, and the estate of such deceased party, in the same manner as though the parties hereto had never been 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 of 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 or the children of the parties under this Agreement.

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8.4 MUTUAL RELEASES: To the fullest extent by law permitted to do so, and except as herein otherwise provided, each party releases and relinquishes all rights and claims against the other party and his or her agents, attorneys and servants and 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 dower, inheritance, descent, distribution, community interest and all other right, title, claim, interest, and estate as husband and wife, widow or widower, or otherwise by reason of the marital relations existing between the said parties hereto, under any present or future law, or which he or she otherwise has or might have or be entitled to claim in, or against the property and assets of the other, real, personal or mixed, whether marital or non-marital, or his or her estate, whether now owned or hereafter in any manner acquired by the other party, and whether in possession or in expectancy, and whether vested or contingent, and each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them will, at any time hereafter sue the other, or his or her heirs, personal representatives, grantees, devisees, assigns, agents or servants, for the purpose of enforcing any or all of the rights specified in and 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 defense 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 assigns, any or all such deeds, releases, or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver, relinquishment or extinguishment 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.

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8.5 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, and is believed by them to be fair and equitable with respect to each of them.

8.6 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 effectuate its undertakings, be a charge against the estate of the person indebted.

8.7 This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceedings before the Court. The parties shall request the Court to approve this Agreement and have its terms set forth and incorporated in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any Judgment for Dissolution of Marriage, to retain the right to enforce the provisions of this Agreement. This Agreement, despite its incorporation, shall survive and continue to have independent legal significance, and this Agreement shall be enforceable as a contract and shall not be merged into such Judgment for Dissolution of Marriage.

ARTICLE IX

CONSTRUCTION OF AGREEMENT

9.1 The recitals set forth at the commencement of this Agreement are made a part of this Agreement.

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

9.3 Any word in the text of this Agreement shall be read as a singular or a plural and as masculine, feminine or neuter in gender, as may be appropriate under the circumstances to carry out the parties' intent.

9.4 MICHAEL and SUSAN agree that except for the terms of this Agreement

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concerning the support, custody, or welfare of their minor children, LINNEA SERAFIA, STEPHANY ELFRIEDA and EMMA GRACE, the terms and provisions of this Agreement shall not be modifiable by any subsequent Court of competent jurisdiction and the parties further agree that any Judgment for Dissolution of Marriage which may hereafter be entered shall expressly preclude modification of the terms of this Agreement.


9.5 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 herein have been made by either party to the other.

9.6 This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, irrespective of the later domicile or residence of MICHAEL or SUSAN.

9.7 It is expressly understood and agreed between the parties that in the event a Court of competent jurisdiction at any time after the entry of a Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder hereof shall not be affected thereby and shall continue in full force and effect.

9.8 This Agreement shall become effective in the event and upon the date a Judgment for Dissolution of Marriage is granted to the parties at any time hereafter. In the event the Court should refuse to grant a Judgment for Dissolution of Marriage or refuse to approve this Agreement in its entirety, then the entire Agreement shall be null and void and of no effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have herunto signed their hands and seals the day and date first above written.



MICHAEL A. ROSS (SEAL)



SUSAN L. ROSS (SEAL)

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UPON THE MOTION OF THE ATTORNEY FOR THE PETITIONER, it is accordingly ordered, adjudged and decreed:

A. That the parties are awarded a dissolution of marriage and the bonds of matrimony heretofore existing between the Petitioner, MICHAEL A. ROSS, and the Respondent, SUSAN L. ROSS, be and the same are hereby dissolved pursuant to the Statute of the State of Illinois in such cases made and provided being the Illinois Marriage and Dissolution of Marriage Act.

B. In respect of the terms contained in Article IV, paragraph 4.1, MICHAEL shall pay to SUSAN, a sum equal to thirty-two percent (32%) of his net income each year or the sum of \$137.33 per child, per month, whichever amount is greater. In all other respects, the Marital Settlement Agreement between MICHAEL, the Petitioner, and SUSAN, the Respondent, dated August 7, 1987, 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 Order of this Court to the same extent and with the same force and effect as if the said provisions were in this paragraph set forth verbatim as the Judgment of this Court; each of the parties hereto shall perform under the terms of said Agreement those acts therein agreed to be done and performed by each of them.

C. That each of the parties hereto will, promptly upon demand by the other party, execute and deliver to such other party, and all documents that may be necessary to effectuate and fulfill the terms of this Judgment.

D. Any rights, 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, personal or mixed, of whatsoever kind or nature and wheresoever situated, 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 Agreement, is forever barred and terminated.

E. All child support payments to be made to SUSAN from MICHAEL shall be made directly to SUSAN and not through the Clerk of Circuit Court.

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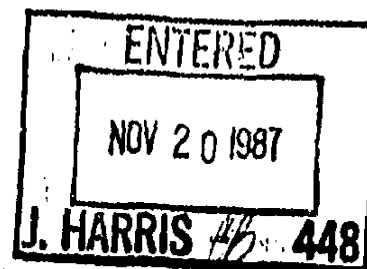
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F. Except for the provisions concerning custody, child support or welfare of the minor children, this Judgment for Dissolution of Marriage and the Agreement incorporated but not merged herein, shall not be modifiable by any subsequent Court of competent jurisdiction, except upon the express written agreement of both parties.

G. That this Court retain the 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 hereto under the date of August 7, 1987, as heretofore set forth.

DATED: _____

ENTERED:



JUDGE

APPROVED:

Susan L. Ross
SUSAN L. ROSS, Respondent

Michael A. Ross
MICHAEL A. ROSS, Petitioner

Ira E. Rubin
IRA E. RUBIN, Attorney for Petitioner

~~726-137~~ (5817)
PAUKER & RUBIN, LTD.
111 W. Washington Street
Chicago, IL 60602
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Susan L. Ross

365 - 1st St

Hoffman St

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