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PLACITA JUDGMENT

(10-84) CCDCH-6

UNITED STATES OF AMERICA

STATE OF ILLINOIS,  
COUNTY OF COOK                    ss.

PLEASE, before the Honorable ..... RICHARD B. BERLAND **3756-171**  
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 22,  
88  
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 .....  
thirteenth

PRESENT: The Honorable ..... RICHARD B. BERLAND  
Judge of the Circuit Court of Cook County.

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

Attest: MORGAN M. FINLEY, Clerk.

*Sub to Judge [Signature]*

Property of Cook County Clerk's Office

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Form #20

Certificate No. 865122 Document No. 3756171

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 865122 indicated affecting the  
following described premises, to-wit:

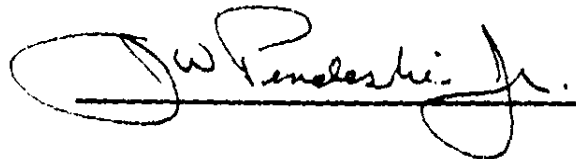
Lot 4 (4) in First Addition to Gainer Park, a Subdivision of the North Six (6) acres of  
the West (1/2) of Lot One (1) of the Northwest Quarter (1/4) of Section 3, Town 42  
North, Range 10, East of the Third Principal Meridian.

Address of Property: 691 W. Center Road, Palatine, IL 60067  
Tax ID: 02-03-104-085 000

This instrument was prepared by: Jerome W Pinderski, Jr. 115 W. Colfax, Palatine, IL  
60067

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Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East of the  
Third Principal Meridian, Cook County, Illinois.



CHICAGO, ILLINOIS \_\_\_\_\_ 19 \_\_\_\_\_.

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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:
GLADYS MARIE POWERS,

Plaintiff,

and

ROBERT LEE POWERS,

Defendant.

No. 87 D 11490

JUDGMENT FOR DISSOLUTION
OF MARRIAGE

This matter coming on to be heard upon the verified
Petition for Dissolution of Marriage of the Plaintiff, GLADYS
MARIE POWERS, and the Appearance thereto of the Defendant, ROBERT
LEE POWERS, and the Plaintiff appearing in open Court and by
her attorney, STEVEN E. WASKO, of SUMMERFIELD & WASKO, LTD.,
Defendant having personally appeared and by his attorney,
JEROME W. PINDERSKI, JR. of PINDERSKI & PINDERSKI, LTD., this
matter proceeding by Uncontested Stipulation as those matters
heard by default, and the Court having heard the testimony of the
Plaintiff in support of her Petition and after having been ex-
amined in connection with the charges and allegations contained in
her Petition, the Court having considered all the evidence and
now being fully advised in the premises, DO THE FIND:

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A. That this Court has personal jurisdiction over the parties herein and the subject matter hereof.

B. That the Plaintiff was a resident of the County of Cook, State of Illinois, at the time this action was commenced and that said residency has been maintained for more than ninety days next preceding the making of the findings in this action.

C. That the Plaintiff and the Defendant were lawfully married on December 26, 1953, and said marriage was registered in Chicago, Cook County, Illinois.

D. That one child was born to the parties as a result of this marriage, namely: WILLIAM POWERS, born May 3, 1972. The following children have been adopted by the parties during the marriage: ROBERT POWERS III, born June 15, 1965 and COLLEEN POWERS, born February 25, 1968 and the Plaintiff is not now pregnant.

E. That irreconcilable difference have arisen by and between the parties that have caused the irretrievable breakdown of the marriage. Attempts at reconciliation <sup>prior to this suit</sup> have been made and any future attempts would not be in the best interest of the family.

F. That the parties have entered into a Written Marital Settlement Agreement heretofore tendered to the Court dated November \_\_\_\_, 1988, which agreement is not unconscionable and the terms of which have been reviewed by this Court and which have been incorporated into the Judgment for Dissolution and are  
AS FOLLOWS:

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## MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of November, 1988, between GLADYS MARIE POWERS, of the City of Palatine, County of Cook, State of Illinois, (hereinafter referred to as "Wife"), and ROBERT LEE POWERS, of the City of Palatine, County of Cook, State of Illinois, (hereinafter referred to as "Husband");

THAT WHEREAS, the parties hereto were lawfully married on December 26, 1953 in Chicago, Illinois;

WHEREAS, one child was born to the parties as a result of this marriage, namely: WILLIAM POWERS, born May 3, 1972. The following children have been adopted by the parties during the marriage: ROBERT POWERS III, born June 15, 1965 and COLLEEN POWERS, born February 25, 1968 and the Plaintiff is not now pregnant.

WHEREAS, irreconcilable differences have occurred between the parties and that the marriage of the parties has irretrievably broken down. That future attempts at reconciliation will be impractical and not in the best interests of the family.

WHEREAS, the Wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, entitled "In Re the Marriage of GLADYS MARIE POWERS, Plaintiff, and ROBERT LEE POWERS, Defendant, Case No. 87 D 11490, and Husband has filed a Response thereto to said petition in the same

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captioned action; and that said action remains pending and undetermined; and

WHEREAS, each party states that they have received from the other party a proper financial disclosure which is satisfactory to the respective party to whom it has been furnished, and that each party represents that they have full and complete knowledge of the assets and liabilities of the other party, together with the income of the other party; and

WHEREAS, each party has provided written direction to their respective counsel to resolve this pending action and to discontinue further discovery and not to retain additional expert witnesses based upon the formal and informal disclosure of information heretofore provided; and

WHEREAS, each party states that the Financial Affidavit filed and sworn to by that party is a true and complete disclosure of all income and assets of that party and that same has formed the underlying basis for this Agreement the breach of which would constitute fraud; and

WHEREAS, Husband is employed on a full-time basis with the College of Lake County with a stated net monthly income of \$ 1,623.26 . That the Wife is currently employed by the Palatine School District with an estimated gross 1988 income of \$11,000.00

WHEREAS, both parties expressly state that they have freely and voluntarily entered into this Agreement of their own

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volition, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof. Each party expressly states that no representation has been made to him or to her by the other party other than what is contained in this Agreement; that the parties, after carefully considering the terms of this Agreement state that they regard it to be fair in all respects and not unconscionable; and

WHEREAS, the Wife has retained and is represented by STEVEN B. WASKO of SUMMERFIELD & WASKO, LTD. as her attorney, and the Husband has retained and is represented by JEROME W. PINDERSKI, JR. of PINDERSKI & PINDERSKI, LTD., as his attorney and further, that each party has carefully reviewed this instrument and acknowledges that each made a full and complete disclosure of all assets and income and has had sufficient opportunity to review its provisions and effects, and;

WHEREAS, without any collusion as to the pending proceedings, or any other proceedings that may be filed between the parties affecting the marital status of the parties, and in the interest of avoiding protracted litigation, the parties consider it in their best interest to settle, adjust and compromise between themselves now and forever, the matters of custody and support, the settlement of property rights of the parties with respect to both marital and non-marital rights, the disposition of all claims, whether arising by virtue of the marriage of the parties hereto or otherwise, which each party

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hereto had, now has or may have in the future against each other, including without limitation, all inchoate rights and the rights of homestead, inheritance, descent, distribution, community interest and surviving spouse's award.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants of the parties hereto, hereinafter set forth, and for other good and valuable consideration, the receipt of which is jointly and severally acknowledged, it is hereby covenanted and agreed by and between the parties hereto as follows:

## ARTICLE I

### RIGHT OF ACTION

1.1 This agreement is not one to obtain or stimulate a dissolution of marriage.

1.2 Wife reserves the right to prosecute any action for dissolution of marriage which she has brought or may hereafter bring and defend any action which has been or may be commenced by Husband. Husband reserves the right to prosecute any action for dissolution of marriage which he has brought or may hereafter bring and defend any action which has been or may be commenced by Wife.

## ARTICLE II

### MAINTENANCE

2.1 Husband does hereby waive and is forever barred from asserting any claims for maintenance against the Wife for



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any past, present or future support. Husband hereby independently acknowledges that he has been fully informed as to his respective right in and to maintenance and that this waiver is a free and voluntary act.

2.2 Wife does hereby waive and is forever barred from asserting any claims for maintenance against the Husband for any past, present or future support. Wife hereby independently acknowledges that she has been fully informed as to her respective right in and to maintenance and that this waiver is a free and voluntary act.

## ARTICLE III

### JOINT PARENTING AGREEMENT JOINT LEGAL CUSTODY

3.1 The parties stipulate that pursuant to Section 602 and 602.1 of the Illinois Marriage and Dissolution of Marriage Act the legal custody and control of the minor child shall be awarded jointly to the parties with the physical custody of the minor child awarded to the mother and that this Article shall constitute a joint parenting agreement.

3.2 Each of the parties agrees to exercise, in the utmost good faith, his or her best efforts at all times to encourage and foster the maximum relation of love and affection between WILLIAM and his mother and father. Neither party shall in any way impede, obstruct or interfere with the exercise by the other of his or her rights of visitation, and neither of them at any time hereafter will in any manner disparage, criticize or condemn the other party to, or in the presence of, said minor

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child. Further, each of the parties shall cause said minor child residing with such party to be available for, and to actively participate in, the physical custodial rights of the other party. Each parent further agrees to provide reasonable and uninhibited telephone access between the child and the other parent between 8 a.m. and 8 p.m., including providing the current residential telephone number.

3.3 Neither party shall remove the child from the State of Illinois on a residential basis without Order of Court granting leave to remove.

3.4 Each party shall keep the other reasonably informed as to the whereabouts of the child while said child are with the Husband or the Wife, including telephone number and address. If either party has knowledge of any illness or accident or other circumstances seriously affecting the health or welfare of said child, the Husband or the Wife, as the case may be, shall promptly notify the other. Each party shall furnish to the other copies of any reports from third persons concerning the health, education or welfare of the child.

3.5 The Wife shall reasonably advise the Husband of the child's grades and progress at school. Upon request, she shall supply the Husband with copies of the report cards, evaluations and grade reports. The Wife also authorizes the Husband to inspect the child's school and medical records and to communicate with teachers, school personnel, counselors and physicians to discuss the child's standing and progress. In the

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event there are school programs open to the parents, Wife shall reasonably inform the Husband of same and shall reasonably cooperate in facilitating his attendance.

3.7 The parties shall have joint participation in counselling the minor child as to his selection of elective classes in his schooling.

3.8 In the event that any disagreement develops between the parties relative to this Joint Parenting Agreement, including but not limited to its interpretation or meaning, disputes, alleged breaches or proposed changes, both temporary and permanent, in visitation or custody, the parties shall be bound to first attempt to resolve the issue through a jointly chosen mediator. In the event the parties are unable to agree upon a mediator or arrive at a mediated agreement, this court shall expressly retain jurisdiction to resolve the dispute upon proper petition and notice.

3.9 Each party reserves the right to petition the Court for a specific parenting schedule in the event the parties fail to agree on visitation concerning the minor child.

3.10 The parties may agree to extend or modify their parenting time upon mutual agreement.

## ARTICLE IV

### MEDICAL, DENTAL, OPTICAL AND RELATED EXPENSES OF THE CHILD

4.1 The Husband shall be solely responsible for the extraordinary hospital, surgical, optical, psychological and dental care costs and related expenses of the minor child.

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4.2 The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, operations, eyeglasses, contac lenses, and services rendered as a result of a serious accident or as a result of serious illnesses requiring hospitalization or extended medical care, and including any reoccurring illness or affliction, but shall not include routine checkups, minor ailments, dental prophylaxis and the like.

4.3 In the event of a serious illness of the minor child or the need for hospital, surgical, optical or orthodontial or extraordinary medical or dental care, Wife shall consult Husband and obtain his approval before incurring expenses in any of these connections. It is understood by the parties that this obligation to consult Husband before incurring such treatment shall not apply in cases of emergency where the child's life or health may be endangered by a delay.

4.4 Husband shall maintain a major medical and his prescription insurance policy for the benefit of the minor child and facilitate its use by the Wife for the benefit of the child. In addition, Husband shall provide Wife with ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ claim forms for processing of insured medical costs. Husband shall maintain said coverage on the child until such time as his obligation for support <sup>is terminated</sup> ~~XXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ Husband shall provide Wife with proof of insurance coverage upon request.

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4.5 The Wife shall be solely responsible for the uninsured ordinary medical and dental costs of the minor children. The parties agree to submit all medical bills regarding the minor child, promptly to the insurance carrier.

4.6 The term "ordinary" medical and "dental" costs as contemplated under this Article shall be limited to those routine checkups, examinations and inoculations whose charges do not exceed ~~\$50.00~~ <sup>\$100.00</sup> per treatment and are not incurred as a result of a reoccurring illness or affliction.

4.7 In the event the Wife advances payment for an extraordinary expense of the child, as defined herein, Husband shall be obligated to immediately reimburse her and thereafter the Husband shall be immediately assigned any insurance proceeds check in connection with this advancement.

4.8 In the event either party fails to make timely payment under their article and the other party is required to file a Petition. The court shall award attorneys' fees in the event the failure to pay was not justified.

4.9 Each party shall be obligated to contribute to the medical costs as provided herein until ~~the child~~ <sup>William</sup> attains age 22 provided ~~they are~~ <sup>he is</sup> in college or trade school on a full time basis. In the event the child does not attend college or trade school on a full-time basis, this obligation shall terminate on the child's eighteenth (18th) birthday or graduation from high school, whichever is last to occur.

4.10 The parties recognize that the minor child WILLIAM

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has Tourette Syndrome which may require continued medical care and treatment after his eighteenth (18th) birthday. His medical condition shall be considered by the Court in determining whether the child has become emancipated.

## ARTICLE V

### CHILD SUPPORT

5.1 Husband shall pay to the Wife the sum of 20% of his net income ~~\$15500~~ every other week as and for child support commencing the effective date of this Agreement. The current support obligation is \$162.3

5.2 Said support shall not be taxable to the Wife nor tax deductible by the Husband for Federal or State income tax purposes.

5.3 All child support obligations of Husband shall terminate upon WILLIAM's graduation from high school, or eighteenth (18th) birthday, whichever occurs last, the child's death, marriage or entry into the armed forces but may be extended if the Court determines that the child's medical condition prevents him from being legally emancipated.

## ARTICLE VI

### EDUCATION OF THE CHILDREN

6.1 The parties agree to each pay\* up to the sum of \$1,000.00 per child per year as and for the college education of ROBERT III and COLLEEN. The balance of the tuition, room and board shall be the sole responsibility of the children. Prior to any payments by the parties, each child will have exhausted all student loan, grant, scholarship, and all other similar programs to meet educational expenses.

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6.2 Pursuant to Section 513 of the Illinois Marriage and Dissolution of Marriage Act, the parties agree to contribute to the college or trade school education of the WILLIAM in accordance with, and proportionate to, their ability to make contribution at the time said minor child attends school.

6.3 This obligation is conditioned upon the following:

a. The trade school or college 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.

b. Copies of all grade reports of the child are forwarded to husband within ten (10) days after same are issued;

c. The child has first made all proper application for state, federal or scholastic awards or loans that he or she may be entitled to.

d. The costs are limited to the costs of that of the then existing costs of tuition, room, books, fees and board at the University of Illinois at Champaign-Urbana, Illinois.

6.4 The decisions affecting the education of the child, including the choice of trade school or college shall be made jointly by the parties, who shall consider the expressed preference of the child. Neither party shall unreasonably withhold his or her consent to the expressed preference of the child.





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g. Do all other acts and execute all documents needed to keep the policies in full force and effect and to accomplish all matters set forth above.

7.3 Husband's obligation to maintain <sup>William</sup> ~~Wife~~ as beneficiary, ~~not individually but as Trustee for the benefit of the minor child (for which she shall not be entitled to any administrative fees), shall terminate upon the~~ ~~completion of any post-high school education of the child, but in any event not later than that child's twenty-second (22nd) birthday unless specifically extended by the Court due to the child's illness.~~ Husband's termination of his child support obligation.

## ARTICLE VIII

### REAL PROPERTY

8.1 Immediately upon the entry of a judgment for dissolution of marriage, if one be entered between the parties, Wife shall convey to Husband by a proper quit claim deed all of her right, title and interest in and to the marital residence located at 691 Center Road, Palatine, Illinois, which is now held in joint tenancy between the parties, and is their principal residence. Said marital residence is legally described on Exhibit "A" attached hereto.

(a) It is agreed that the Husband shall be solely responsible for all payments to become due on the real estate taxes, utilities, insurance, repairs, and any and all other expenses and types of

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indebtedness associated with the ownership of said residence, and Husband shall indemnify and hold Wife harmless from any liability therefor, including all attorneys' fees and related expenses reasonably incurred in connection with the enforcement of such indemnification.

8.2 This transfer is a transfer incident to a Judgment for Dissolution of Marriage and in acknowledgment of their respective contributions to the accumulated marital estate and the parties stipulate that pursuant to Section 503(f) of the Illinois Marriage and Dissolution of Marriage Act, said transfer is not a taxable event.

## ARTICLE IX

### FURNITURE, FURNISHINGS AND FIXTURES

9.1 The parties have heretofore divided all furniture, furnishings and fixtures. All items of personal property presently in the possession of either party shall be awarded to that party and the other waives all right, title and interest against said property.

## ARTICLE X

### MOTOR VEHICLES

10.1 Immediately upon the entry of a Judgment for Dissolution of Marriage, Husband shall release and transfer to Wife all right, title and interest he may have in the following motor vehicle which shall be her sole property:

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A. 1980 Buick Skylark;

10.2 The Wife shall be responsible for and all future registration, license, fees, liens, claims or insurance in connection with the vehicle awarded to her.

10.3 Immediately upon the entry of a Judgment for Dissolution of Marriage, Wife shall assign and transfer to Husband all right, title and interest she may have in the existing 1980 Chevrolet Scooter automobile.

10.4 The Husband shall be responsible and indemnify and hold the Wife harmless for any liens or encumbrances presently against the vehicle awarded to him and for all future registration, license fees or insurance.

## ARTICLE XI

### JEWELRY, FURS AND ARTIFACTS

11.1 Each party shall be awarded, as their sole property, all jewelry and/or artifacts presently in their respective possession.

## ARTICLE XII

### RETIREMENT ACCOUNTS AND PENSION EQUITIES

12.1 The Husband holds certain interest in and to his retirement equities and pension benefits that have accrued through his employment with the College of Lake County which are presently valued in excess of \$29,000.00.

12.3 The Wife waives any and all right, title or interest in and to the Husband's retirement benefits or pension entitlements through the College of Lake County.

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12.4 The Wife holds certain interest in and to her retirement equities that have accrued through her employment with the Illinois School System.

12.5 The Husband waives any and all right, title or interest in and to the Wife's retirement benefits.

12.5 Each party acknowledges that they are satisfied with the disclosures and representations made by the other as to the aforementioned plans. Each party does forever waive any and all claim against the other for that individual plan.

## ARTICLE XIII

### MARITAL BUSINESS INTERESTS

13.1 During the course of the marriage, the parties have acquired a one-half interest in and to the Illinois corporation known as RIVER SQUARE, INC.

13.2 The parties recognize that they are indebted to the Wife's mother, HELEN BAUMANN, in the amount of \$13,500.00 in connection with their acquisition of this interest.

13.3 Upon the entry of the Judgment for Dissolution of Marriage, the Wife shall be awarded all right, title and interest in and to the parties' interest or equities in and to the aforesated corporation and the joint account established by the parties at Bank of Palatine in connection with sales proceeds.

13.4 The Wife agrees to indemnify and hold the Husband harmless in connection with any and all liability to HELEN BAUMANN in connection with their joint indebtedness.

13.5 Husband will execute any resignations necessary as

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a corporate officer or director or in connection with the assignment or transfer to the Wife of his stock in this corporation.

13.6 Pursuant to Section 1041 of the Internal Revenue Code and Section 503 (f) of the Illinois Marriage and Dissolution of Marriage Act the parties stipulate that the transfer made herein is done incident to a Dissolution of Marriage in consideration of the contributions of the parties to the acquisition of the property and not taxable to either party and not to be treated as "taxable events".

## ARTICLE XIV

### LIFE INSURANCE ANNUITIES

14.1 The Wife shall be awarded and the Husband does release and waive all right, title and interest in and to the following annuities and endowments at the time of the effective date of this Agreement:

VETERAN'S ADMINISTRATION  
File No. FRS 1831 27 35  
Policy No. W 1831 27 38  
Cash Value: \$6,816.70  
Dividend Credit: \$4,881.67

AETNA LIFE INSURANCE  
Contract No. 34824260  
Billing Group T2847  
Cash Value: ~~\$3,400.00~~ \$5,516.32

14.2 Husband shall do whatever acts reasonably necessary to transfer said policies to the Wife or, at the Wife's election, to execute the requisite written requests for payment of the cash value and dividends, which shall be the sole property of the Wife.

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## ARTICLE XV

### DEBTS

15.1 The parties agree to be each be solely responsible for any debts that they have incurred since their separation on or about July 1, 1987. Each party will save, indemnify and hold the other harmless in connection with those debts they have incurred after the date of separation, including the costs for attorneys' fees and court costs necessitated by said indemnification.

## ARTICLE XVI

### ATTORNEYS' FEES

16.1 Wife shall be solely responsible for the balance of her attorneys' fees and costs due to SUMMERFIELD & WASKO, LTD., as and for their representation of her in this matter.

16.2 Husband shall be solely responsible for his attorneys' fees and costs due to PINDERSKI & PINDERSKI, LTD., as and for their representation of him in this matter.

## ARTICLE XVII

### IRA ACCOUNTS

17.1 During the course of the marriage, the parties have acquired certain IRA accounts designated as follows:

<u>Name of Institution</u>	<u>Title</u>	<u>Balance</u>
BLUNT, ELLIS & LOEWI #BR05-6344-9165	Husband	\$ 32,695.00
E.F. HUTTON #F39-03520	Husband	\$ 16,000.00

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PRUDENTIAL BACHE #H73-7000196537-8	Husband	\$ 2,633.00
LIBERTY SAVINGS #50-260336-8	Husband	\$ 3,000.00
LIBERTY SAVINGS #50-260337-6	Wife	\$ 3,000.00
CITCORP #4854000526	Joint	\$ 3,200.00

17.2 Upon entry of a Judgment for Dissolution of Marriage, the Wife shall be awarded and assigned all right, title, and interest in and to the aforesaid accounts and equities, free and clear of any claim or demand by the Husband and further, ~~that said institutions~~ <sup>the parties</sup> shall transfer any Individual Retirement Account in the name of the Husband to an Individual Retirement Account in the name of the Wife alone.

17.3 Husband agrees to execute any and all requisite documentation to effectuate the transfer to the Wife his interest in any of the above accounts to any account of her designation.

17.4 Pursuant to Section 1041 of the Internal Revenue Code and Section 503 (f) of the Illinois Marriage and Dissolution of Marriage Act the parties stipulate that the transfer made herein is done incident to a Dissolution of Marriage in consideration of the contributions of the parties to the acquisition of the property and not taxable to either party and not to be treated as "taxable events".

## ARTICLE XVIII

### STOCK AND EQUITY ACCOUNTS

18.1 Upon entry of a Judgment for Dissolution of Marriage, the Wife shall be awarded all right, title, and

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interest in and to the following accounts and Husband does hereby release any claims against said accounts:

<u>Name of Institution</u>	<u>Title</u>	<u>Balance</u>
IDS AMERICAN EXPRESS #	Husband	\$13,950.00
IDS AMERICAN EXPRESS #	Wife	\$ 3,300.00
PALATINE CREDIT UNION #	Wife	\$ 900.00

18.2 Husband agrees to execute any and all requisite documentation to effectuate the transfer to the Wife to any account of her designation.

18.3 Pursuant to Section 1041 of the Internal Revenue Code and Section 503 (f) of the Illinois Marriage and Dissolution of Marriage Act the parties stipulate that the transfer made herein is done incident to a Dissolution of Marriage in consideration of the contributions of the parties to the acquisition of the property and not taxable to either party and not to be treated as "taxable events".

## ARTICLE XIX

### SAVINGS AND CHECKING ACCOUNTS

19.1 Upon the entry of the Judgment for Dissolution of Marriage, each party shall be awarded the savings or checking account designated in their name under this Article. The other party does forever release and waive any claim or interest in and



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to the other's accounts.

<u>Institution</u>	<u>Title</u>	<u>Balance</u>
BANK OF PALATINE #	Husband	\$ <u>1,000.00</u>
PALATINE SAVINGS AND LOAN # 01-0100132-02	Wife	\$ 1,194.00
PALATINE CREDIT UNION #	Wife	\$ 900.00

19.2 Each party agrees to execute any and all requisite documentation to effectuate the transfer to the the party designated in title under this Article.

## ARTICLE XX

### INCOME TAXES

20.1 Each party shall file separate individual federal and state income tax returns for the 1988 tax year and each party shall be solely responsible for any tax liability due in connection therewith.

## ARTICLE XXI

### AFTER DISCOVERED PROPERTY

21.1 The parties have independently represented that each has made a full and complete disclosure of their respective assets and that the assignment and complete division of their assets are encompassed by the express terms of this Agreement.

21.2 Each party recognizes that the consideration for the other party's entering into this Agreement is that party's reliance upon full disclosure by the other party.

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21.3 In the event that, subsequent to the entry of a Judgment for Dissolution of Marriage, any property or asset is discovered to which no disclosure has been made by the other party, then the party to whom no disclosure was made shall be entitled to the greater of either 1) One-half of the value of the property on the effective date of this Agreement, plus interest at the rate of 12% per annum until paid; or 2) One-half of the value of the property on the date of its discovery.

## ARTICLE XXIIA

### CASH PAYMENT TO WIFE

22.1 Within <sup>ninety (90)</sup> ~~thirty (30)~~ days of the entry of the Judgment for Dissolution of Marriage the Husband shall pay to the wife the sum of Seven Thousand Five Dollars (\$7,500.00) as and for an approximate equalization of the marital estate and the respective awards under this Agreement. ~~At the time of said payment the husband shall be obligated to tender to the husband a check in the amount of \$7,500.00 to be deposited into the wife's residence or any other account that may have been opened by the husband.~~

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## ARTICLE XXII

### GENERAL PROVISIONS

22.1 Except as otherwise provided, each of the parties hereto shall execute, acknowledge and deliver upon the effective date of this agreement, good and sufficient instruments necessary and 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, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this agreement shall, and it is hereby expressly declared to constitute a full and 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. To further implement the execution and delivery of any and all documents required for the transfer of real estate hereunder, the parties designate any judge or associate judge of the Circuit Court of Cook County, Illinois, to execute and deliver any and all such documents in the place and stead of the party herein so obligated.

22.2 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 of the

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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, if he or she dies intestate, shall descend to the heirs at law of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto respectively reserving the right to dispose, by testament or otherwise, of his or her respective property in any way that he or she may see fit, without any restriction or limitation whatsoever; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party of the obligation of the other to comply with the terms of this agreement, or the rights of either party under this agreement.

22.3 In the event any court alters, changes or modifies any portion of this agreement at any time prior to the entry of a Judgment for Dissolution of Marriage, then any pending proceeding before such court shall be suspended so that Wife and Husband shall have an opportunity to consider said alteration, change or modification by said court and, if necessary, renegotiate all or part of this agreement. In any event, if any court alters, changes or modifies any portion of this agreement at any time prior to the entry of a Judgment for Dissolution of Marriage,

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then the entire agreement shall become voidable at the option of Wife or Husband.

22.4 Husband and Wife do further mutually independently waive and forever relinquish any claims they may have against the other arising in or sounding in tort that may have accrued prior to the date of this Agreement.

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

\_\_\_\_\_  
GLADYS MARIE POWERS

*Robert L. Powers*  
\_\_\_\_\_  
ROBERT LEE POWERS

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

Before me, a Notary Public in and for the County and State aforesaid, personally appeared GLADYS MARIE POWERS personally known to me and known to me to be the same person who executed the foregoing instrument, and she acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and seal this \_\_\_\_\_ day of November, 1988.

\_\_\_\_\_  
NOTARY PUBLIC

Commission expires \_\_\_\_\_

SEAL

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

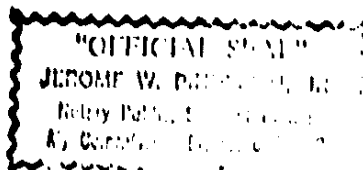
Before me, a Notary Public in and for the County and State aforesaid, personally appeared ROBERT LEE POWERS personally known to me and known to me to be the same person who executed the foregoing instrument, and he acknowledged that he executed and delivered said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 21 day of November, 1988.

\_\_\_\_\_  
NOTARY PUBLIC

Commission expires \_\_\_\_\_

SEAL



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IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

1. That the bonds of matrimony existing between GLADYS MARIE POWERS and ROBERT LEE POWERS are hereby dissolved and the same are dissolved accordingly and the parties are no longer married to one another.

2. That the parties are granted joint legal custody of the parties' minor child and the Mother is granted sole physical custody. The Father shall have liberal parenting time with the child and the Joint Parenting Agreement is hereby approved.

3. That the agreement in writing between the parties hereto dated Nov 23, 1989, shall be binding upon each of the parties hereto and they shall perform all of the acts undertaken by them therein in the same manner as have its terms thereof been incorporated herein.

4. That 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 the aforementioned agreement which has been incorporated herein.

5. That this Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of

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this Judgment for Dissolution of Marriage, as well as the Marital Settlement Agreement entered into between the parties on Nov 23, 1988, which has been incorporated herein.

ENTERED:

JUDGE

NOV 2 1988  
RICHARD B. BEEBE

APPROVED:

Gladys Marie Powers  
GLADYS MARIE POWERS

Robert L Powers Jr  
ROBERT LEE POWERS

SUMMERFIELD & WASKO, LTD. (91160)  
Attorneys for GLADYS MARIE POWERS  
1580 Northwest Highway  
Park Ridge, IL 60068  
312-692-3020

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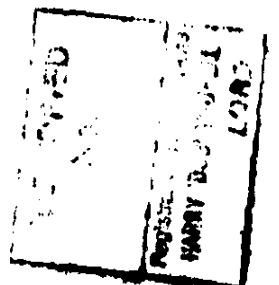
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R Pindorski & Pindorski Ltd.  
115 West Colfax  
Palatine, IL 60067



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STATE OF ILLINOIS,  
COUNTY OF COOK

ss.

I, MORGAN M. FINLEY, Clerk of the Circuit Court of Cook County, in and for the State of Illinois, and the keeper of the records, files and seal thereof, do hereby certify the above and foregoing to be true, perfect and complete . . . . .  
COPY OF A CERTAIN JUDGMENT MADE AND ENTERED OF RECORD IN SAID COURT:  
. . . . .  
. . . . .  
. . . . .  
. . . . .  
. . . . .  
. . . . .  
. . . . .

In a certain cause lately pending in said Court, between . . . . .  
GLADYS MARIE POWERS . . . . . plaintiff/petitioner  
and ROBERT LEE POWERS . . . . . defendant/respondent.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed  
the seal of said Court, in said County, this . . . . . 22nd  
day of . . . . . November, . . . . . 19. 88

*Morgan M. Finley* . . . . . Clerk

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