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Certificate No. 125112 Document No. 3770051

TO THE REGISTRAR OF TITLES
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached
on the Certificate 125112 indicated affecting the
following described premises, to-wit:

EXHIBIT "B"

The legal description for the property at 4350 Elm Avenue, Lyons,
Illinois is as follows:

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LOT TWENTY-FIVE (EXCEPT THE NORTH 30 FEET THEREOF) (25) IN MEYER'S
RIVER HIGHLANDS SUBDIVISION OF THE NORTH HALF (1/2) OF THE NORTH
HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 38
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Section 1 Township 38 North, Range 12 East of the
Third Principal Meridian, Cook County, Illinois.

CHICAGO, ILLINOIS 1-27 1989

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

DEBORAH G. KLEIN,

Plaintiff,

vs.

ROBERT G. KLEIN,

Defendant.

No. 87 D 20090 10-28-88

SOVI

[Signature]
OCT 28 1988

JUDGMENT FOR DISSOLUTION OF MARRIAGE

THIS CAUSE coming on to be heard on petition for Dissolution of Marriage of the Petitioner, DEBORAH G. KLEIN, in her own proper person and by her attorneys, Steven R. Lake & Associates, Ltd.; and the Defendant, ROBERT G. KLEIN, by his attorney, Burton Witt; and this cause came on for hearing upon the Petition for Dissolution of Marriage of the Plaintiff, DEBORAH G. KLEIN, and upon the response thereto of the Defendant, ROBERT G. KLEIN; the Plaintiff, DEBORAH G. KLEIN, having appeared personally and through her attorneys, Steven R. Lake & Associates, Ltd.; the Defendant, ROBERT G. KLEIN, having appeared personally and through his attorney, Burton Witt, the Court having heard the testimony in open court in support of the allegations contained in Petitioner's Petition for Dissolution of Marriage; and the Court having considered all evidence and now being fully advised in the premises;

Show no right, both signing

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DOTH FIND:

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

B. That the Plaintiff, DEBORAH G. KELIN, was domiciled and residing in the County of Cook, State of Illinois, at the time the action was commenced, and has maintained said domicile and residence for ninety (90) days and more next preceding the making of these findings:

C. That the parties were married on March 30, 1974, and said marriage was registered in Chicago, Cook County, Illinois.

D. That four children were born of the parties as a result of the parties' marriage, namely, Jessica, age 10, born March 3, 1978; Sarah, age 9, born July 7, 1979; Rachel, age 7, born February 10, 1981; Korrin, age 6, born May 10, 1982. No other children were born to or adopted by the parties as a result of this marriage and the Plaintiff is not now pregnant.

E. That both parties are fit proper persons to have the care, custody, control, and education of the minor children, Jessica, Sarah, Rachel, and Korrin, and it is in the children's

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best interest that both parties be awarded the joint legal custody of the children, but that the physical care, custody, control, and place of principal residence for the children shall be with the Wife.

F. That the parties have lived separate and apart for a continuous period in excess of six (6) months, and that irreconcilable differences have caused the irretrievable breakdown of the marriage. That future attempts at reconciliation will be impracticable and not in the best interest of the family.

F. That Plaintiff, DEBORAH G. KELIN, has proven the allegations of her Petition for Dissolution of Marriage by substantial, competent, and relevant evidence; and that a Judgment for Dissolution of Marriage should be entered herein;

G. The parties hereto have entered into a Marital Settlement Agreement concerning the issue of maintenance for the Plaintiff and Plaintiff, and respective rights of each party in and to the property, income and estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which agreement has been presented to this court for its consideration. The Court finds that said Agreement was entered

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into freely and voluntarily between the parties hereto and that it is not unconscionable and said Agreement ought to and does receive the approval of this Court; and said Agreement is in words and figures as follows:

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into at Chicago, Illinois on the undersigned date by and between DEBORAH G. KLEIN (hereafter referred to as "DEBORAH"), residing in Chicago, Illinois, and ROBERT G. KLEIN (hereafter referred to as "ROBERT"), residing in Chicago, Illinois.

WHEREAS, the parties hereto were lawfully married on March 30, 1974, in Oak Park, Illinois, and their marriage was registered in Cook County, Illinois.

WHEREAS, four (4) children were born to the parties as a result of the marriage, namely, JESSICA, age ten (10), born March 3, 1973, SARAH, age nine (9), born July 7, 1979, RACHEL, age seven (7), born February 10, 1981, and KORRIN, age six (6), born May 10, 1982; no other children were born to or adopted by the parties and DEBORAH is not now pregnant.

WHEREAS, unfortunate and irreconcilable differences have arisen between the parties which have rendered impossible a continuation of the marital relationship existing between them, and as a result of which, the parties hereto ceased living together as husband and wife on or about October 4, 1987, through no fault of the wife, and now live separate and apart from each other; and

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WHEREAS, ^{of Deborah} ~~ROBERT~~ has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department Domestic Relations Division, under Docket No. 87 d 20090, and said case remains pending and undetermined.

WHEREAS, ROBERT is employed as a journeyman plumber for O'Callaghan, earning approximately forty-four thousand dollars (\$44,000.00) per year gross income; and DEBORAH is presently employed by Tramec, Co., Inc, earning eleven thousand (\$11,000.00) dollars per year gross income.

WHEREAS, the Wife has employed and has the benefit of the counsel of Steven R. Lake & Associates, Ltd., as her attorneys. The Husband has employed and has the benefit of counsel of Burton Witt, Esq., as his attorneys. Each party has had the benefit of the advice and recommendations with reference to the subject matter of this Agreement of their respective attorneys. The parties acknowledge that each has been fully informed of the wealth, property, estate, and income of the other. Each party also acknowledges that he and she is conversant with all the wealth, property, estate, and income of his or her respective spouse, as well as his or her respective rights in the premises, and that neither party has been or is presently under any duress or coercion to enter into this Agreement.

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WHEREAS, the parties hereby consider it to be in their best interest to fully settle between themselves now and forever their respective rights of property, dower rights, homestead rights, rights to maintenance and support, and any and all other rights of property and otherwise growing out of the marital or any other relationship now or previously existing between them and which either of them now has, or may hereafter have or claim to have against the other, and to settle any and all rights of every kind, nature, and description which either of them now has or may hereafter have or claim to have including all rights and claims against the other in and to any property of the other of every kind, nature, and description, whether real, personal, or mixed, now owned or which may hereafter be acquired by either of them and further including all rights or claims in and to the estate of the other; and

WHEREAS, both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free from any duress or coercion and with full knowledge of each and every provision contained in the Agreement and the consequences thereof. Each party expressly states that no representation has been made by the other party or his or her attorneys other than that which is contained in this Agreement. That each party states that his or her attorneys have carefully explained to them their legal rights and duties as between the parties, the range of what the Court may order if called upon to

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decide the case as a contested matter, and the legal effect of each provision of this Agreement. The parties, after carefully considering the terms and provisions of the Agreement, state that they believe same to be fair and reasonable under their present circumstances.

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

ARTICLE I

RIGHT OF ACTION

The foregoing recitals are hereby made part of this Agreement.

ARTICLE II

RESERVATION OF LITIGATION RIGHTS

1. This Agreement is not one to obtain or stimulate a dissolution of marriage. That DEBORAH reserves the right to prosecute her pending action for dissolution of marriage and to defend any action which ROBERT may commence. That ROBERT reserves the right to prosecute any action for dissolution of marriage which he may deem necessary or proper and to defend any action which DEBORAH may bring or has brought.

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ARTICLE III

CHILD CUSTODY

1. That ROBERT and DEBORAH agree that they shall have the joint legal custody of the minor children, but that the physical care, custody, control, and education, and residence of the children shall be with DEBORAH. That the rights of the parties in regard to joint legal custody is set forth in the Joint Parenting Agreement attached hereto and made a part hereof as Exhibit A.

2. That DEBORAH shall keep ROBERT informed as to the exact place which she and the minor children reside and shall inform him of the telephone number at that residence. That ROBERT shall keep DEBORAH informed of the exact place where he resides and shall inform DEBORAH of the telephone number at that residence.

ARTICLE IV

CHILD SUPPORT AND RELATED MATTERS

1. ROBERT covenants and agrees that he will pay to DEBORAH through the office of the Clerk of the Circuit Court, as and for child support, a sum equal to forty percent (40%) of his net income per month, as defined in the Illinois Marriage and Dissolution of Marriage Act, Ill. Rev. Stat. Ch. 40, Par.

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101-802(1985), from all sources, but not less than ~~eight~~ ^{one thousand} hundred (~~\$1200.00~~ ^{\$1057.00}) dollars per month, payable on the first day of each month, commencing ~~September 1985~~ ^{the first full month following the closing on the sale of the marital residence}, and continuing thereafter until the emancipation of one of the minor child of the parties as defined in Article VI hereafter. Commencing with the first full month following the emancipation, as defined in Article VI hereafter of one of the minor children of the parties, Robert shall pay to Deborah a sum equal to thirty-two percent (32%) of his net income, but not less than eight hundred ~~eighty~~ ^{\$846.00} dollars (\$850) per month payable on the first day of each month and continuing thereafter until the emancipation of a second of the minor children of the parties. Commencing with the first full month following the second emancipation, as defined in Article VI hereafter, Robert shall pay to Deborah a sum equal to twenty-five percent (25%) of his net income, but not less than six hundred ~~and seven~~ ^{sixty-one} dollars fifty cents (~~\$607.50~~ ^{\$661.00}) per month, payable on the first day of each month and continuing thereafter until another of the minor children becomes emancipated as defined in Article VI hereafter. Commencing with the first full month following said emancipation as defined herein, Robert shall pay to Deborah a sum equal to twenty percent (20%) of his net income, but not less than five hundred ~~fifty~~ ^{twenty-eight} dollars (~~\$550~~ ^{\$528}) per month payable on the first day of each month and continuing thereafter until said child becomes emancipated as defined in Article VI hereafter. All said child support payments shall continue to be paid through the Clerk of the Circuit Court of County.

R.K. OK

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2. Prior to the closing on the sale of the marital residence, ROBERT shall continue paying all the usual and customary household expenses and bills in connection with the marital residence, plus \$100.00 per week to DEBORAH, as and for child support.

Part of Exhibit C

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3. ROBERT covenants and agrees that prior to April 20, of each year after entry of the Judgment of Dissolution of Marriage he shall provide complete copies of his previous year's income tax returns actually filed with the Federal and State taxing authorities for purposes of verification of actual net income and resulting child support obligations hereunder.

4. The parties agree that ROBERT shall be entitled to the dependency exemption on Jessica, Sarah, and Rachel for federal and state income tax purposes and DEBRAH shall be entitled to take the dependency exemption for Robert for federal and state income tax purposes.

EX MEDICAL, DENTAL, AND RELATED EXPENSES OF THE CHILD(REN)

1. That ROBERT maintain in full force and effect a major medical insurance policy to cover, to the extent possible, the medical expenses of the minor children. That ROBERT agrees to maintain said insurance on each child until the child is emancipated as set forth in Article VI, below.

2. That ROBERT shall be responsible for the dental and "extraordinary" medical expenses of each child until such time as that child is emancipated as set forth in Article VI, below. The term "extraordinary" as used in this paragraph shall include, but not by way of limitation, all teeth straightening, major dental work, operations, and services rendered as the result of serious accidents or as a result of serious illnesses requiring hospitalization or extended medical care. The term "extraordinary" shall not include routine medical checkups, treatment for minor ailments, drug supplies (except as required in the treatment of serious illness), dental prophylaxis, and

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the like for which DEBORAH will be responsible. In the event, of serious illness of the child or the need for hospital, surgical, optical, orthodontic, or extraordinary medical or dental care, DEBORAH shall consult ROBERT before incurring expenses in any of those connections. It is understood by both parties that DEBORAH'S obligation to consult with ROBERT shall not apply in cases of emergency where the life or health of the child might be imperiled by delay. If the parties cannot agree as to whether the expense is extraordinary, and that sum is reasonable and necessary, a Court of competent jurisdiction shall decide the issue upon proper notice and petition, even after said expenses are incurred.

3. That in addition to the above, DEBORAH and ROBERT agree to contribute to the four-year college educational expenses of the minor children in accordance with the parties' respective financial abilities, to do so and the desires and educational abilities of the minor children.

4. That the obligation of the parties to pay for college expenses is further conditioned upon the following:

- a) The child has at that time the desire and aptitude for a college education.
- b) That the child shall enroll for college within a year of completion of high school and complete a four-year college education within five (5) years of graduation from high school except the time shall be extended in the case of serious illness or military service.

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- c) That ROBERT shall have a voice in the selection of the school with DEBORAH and the respective child of the parties. In the event the parties and respective child cannot agree upon the school to be attended this dispute shall be submitted to a Court of competent jurisdiction, if necessary.

ARTICLE VI

EMANCIPATION EVENT

1. With respect to the child, an "emancipation event" shall occur or be deemed to have occurred upon the earliest to happen of any of the following, at which time ROBERT'S obligation for the child as detailed in this Agreement shall terminate:

- a) The child's reaching 18 years of age or completing his/hers high school education, whichever occurs last.
- b) The child's marriage.
- c) The child having a permanent residence away from the permanent residence of ROBERT or DEBORAH. A residence at boarding school, camp, college, or professional school is not to be deemed a residence away from the permanent residence of ROBERT or DEBORAH.
- d) The child's death.
- e) Entry into the armed forces of the United States, but the emancipation event shall be deemed terminated and nullified upon the discharge from such armed forces, and thereafter, as if such emancipation event by reason of the entry had not occurred.
- f) The child's engaging in full-time employment except that the child's engaging in full-time employment during vacation or summer periods or during the time allowed the child to complete school as set forth above shall not be deemed an emancipation event.

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ARTICLE VII

LIFE INSURANCE COVERAGE

1. With respect to any and all life insurance provided ROBERT through employment which is presently in effect ^{and may hereafter be} with himself as the assured, ^{and with respect to the \$100,000 life insurance policy through Prudential,} ROBERT shall, within 10 days from the entry of a Judgment for Dissolution of Marriage, execute and deliver to the insurer the usual and customary documents used by them to designate the minor children of the parties hereto as irrevocable beneficiaries, share and share alike, of the total proceeds of said insurance policy^{ies} until such time as the minor children become emancipated as defined in Article VI, or finish college, whichever occurs last. ROBERT further covenants and agrees that during the minority of the children that he shall designate DEBORAH as trustee for the benefit of the minor children of the parties, instead of naming the children individually. In the event that the life insurance maintained by ROBERT through his employment shall no longer be available to him by reason of the termination of said employment, he shall immediately obtain life insurance with the same death benefit as that maintained through his employment. If said life insurance is not available to him under standard rates, he shall advise DEBORAH and they shall agree upon the amount of insurance to be maintained and in the event they are not able to agree shall submit the issue to a Court of competent jurisdiction for determination.

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2. ROBERT further covenants and agrees that each year he will furnish DEBORAH with evidence that DEBORAH and the children of the parties are still beneficiaries of his life insurance through employment, ^{and his \$100,000. term insurance policy} in accordance with provisions set forth in paragraph one of this Article VII. Further, ROBERT covenants and agrees to fully notify, in writing, the insurer of his obligation with respect to insurance coverage under the terms of this Article VII, and to furnish DEBORAH a copy of said notices. ROBERT further represents and warrants that there are no liens or encumbrances against said policies. ROBERT further covenants and agrees that he will not in the future borrow against, pledge, hypothecate, covert the cash surrender value of the said policies, or in any other way reduce or compromise the value of these policies until his obligations hereunder have ceased.

3. If ROBERT fails for any reason to maintain any of the insurance required under this article, there shall be a valid and provable lien against his estate in favor of the specified beneficiary to the extent of the difference between the insurance required and the actual death benefits received.

ARTICLE VIII

MARITAL RESIDENCE

The parties presently own in joint tenancy the marital located at 4350 Elm Avenue, Lyons, Illinois, 60534,

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legally described on Exhibit B attached hereto. DEBORAH shall have exclusive use and possession of the marital home until such time as it is sold. Upon the effective date of the agreement, the house shall immediately be placed for sale and the following procedures shall be used in connection with the sale of the marital home:

(a) The property shall be appraised by an appraiser mutually acceptable to both parties; each party shall pay one-half of the costs of such appraisal. If the parties cannot agree upon an appraiser, the dispute shall be submitted to a court of competent jurisdiction for resolution. If the parties agree in writing respecting the fair market value of the property, a formal appraisal shall not be necessary; then such value shall be deemed to be the "appraised value" for purposes of the remaining provisions of this paragraph.

(b) At the election of either party, the house shall be listed with a broker to be mutually agreed upon. If the parties are unable to agree upon a broker, the dispute shall be submitted to a court of competent jurisdiction to select a broker.

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(c) Unless the parties otherwise agree in writing, the property shall be placed on the market at a price equal to 110% of its appraised value. If at the end of 30 days the house remains unsold, either party may elect or require a reduction of the asking price for the house to its appraised value, which shall be binding upon the other party. If the house remains unsold for thirty (30) days after the reduction of the asking price, either party may elect or require a reduction of the asking price for the house by five percent (5%) of its appraised value, which shall be binding upon the other party, and such right to require reduction of the asking price by five percent (5%) of its appraised value shall continue for consecutive thirty-day periods until such time as the asking price reaches a level of ninety percent (90%) of its appraised value, whereupon mutual consent of both of the parties, or an order by a court of competent jurisdiction, shall be necessary in order to reduce the asking price further. Any bona fide offer to purchase shall be accepted if the amount is equal to or greater than the appraised value of the property or the asking price as herein provided, whichever is lower.

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(d) Each of the parties shall receive fifty percent (50%) of the net proceeds of the sale. "Net proceeds of sale" shall be defined as the gross sale price less real estate commission, attorneys fees, real estate transfer tax stamps, and other customary expenses incurred by reason of the sale of residential real estate in Cook County, Illinois. Further, all debts then unpaid listed on Exhibit C attached hereto, shall be deducted from the gross sale proceeds and paid before a division of the net proceeds of sale is made between the parties.

Until such time as the marital home is sold, the following conditions will apply:

(a) Robert will be responsible for and will pay all payments on the mortgage, real estate taxes, and homeowners insurance premiums as well as all maintenance of the grounds and routine interior maintenance of the home. He shall be entitled to deduct all applicable mortgage interest payments, real estate tax payments and the like on all federal and state income tax returns for the year 1988 and all applicable future years. In the event that Robert fails to

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LOT TWENTY-FIVE (EXCEPT THE NORTH 50 FEET THEREOF) (25) IN MEYER'S RIVER HIGHLANDS SUBDIVISION OF THE NORTH HALF (1/2) OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 1, TOWNSHIP 33 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Illinois is as follows:

The legal description for the property at 4350 Elm Avenue, Lyons,

EXHIBIT "B"

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pay the above expenses pertaining to the marital home, and Deborah actually pays them, Deborah shall be entitled to receive from Robert's share of the net proceeds of the sale, an amount equal to the total amount of money she paid on said obligations to the date of closing, and she shall be entitled to the applicable federal and state income tax deductions.

Each of the parties shall be responsible for one-half of all extraordinary and capital repairs, including but not limited to, roof repairs, replacing or repairing heating or electrical systems and the like. No such expenditure shall be incurred without prior consultation between the parties. In the event the parties do not agree that such expenditure is necessary, such dispute may be submitted to a court of competent jurisdiction for resolution.

ARTICLE IX

VEHICLES

1. That ROBERT shall assign to DEBORAH any and all of his right, title, and interest in and to the 1987 Ford Arrowstar Van currently in DEBORAH'S possession. That DEBORAH shall be solely responsible for all expenses and liabilities thereon and shall hold ROBERT harmless therefrom. (M.JONES)

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2. That DEBORAH shall assign to ROBERT any and all of her right, title, and interest in and to the 1985 Ford pickup currently in ROBERT'S possession. That ROBERT shall be solely responsible for the payment of all the expenses and indebtedness thereon and shall hold DEBORAH harmless therefrom. (M. JONES)

ARTICLE X

PERSONAL PROPERTY AND INVESTMENTS

1. That DEBORAH covenants and agrees that on or before an entry of a Judgment for Dissolution of Marriage she will give Robert the home entertainment center, a couch, and a chair in her possession.

2. That DEBORAH shall keep as her sole property, free and clear of any interest of ROBERT, all funds held on deposit by DEBORAH in any bank or depository or safe deposit box and standing in her name, or that of her business, or DEBORAH and any third party. That ROBERT shall execute, upon demand by DEBORAH and any third party, any and all documents necessary to effectively release any claim or interest held by him in those accounts.

3. That except as otherwise provided herein, the remaining personal property of the parties has been divided, and each of the parties shall retain the personal property that ha

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or she may have in his or her respective name, ownership, or control, including, but not limited to, furniture, furnishings, clothing, insurance, bank accounts, and other assets.

4. That the ROBERT shall keep as his sole property, free and clear of any interest of the Wife, all funds held on deposit by the ROBERT in any bank or depository or safe deposit box and standing in his name, or that of his nominee, or the ROBERT and any third party. That the Wife shall execute, upon demand by the ROBERT and any third party, any and all documents necessary to effectively release any claim or interest held by him in those accounts.

ARTICLE XI

PENSION

1. That DEBORAH shall retain as her sole and separate property, free and clear of any interest had therein by ROBERT, any and all of his right, title, and interest in and to any pension and profit-sharing plan that she may have. That ROBERT waives any interest he may have in and to any pension or profit-sharing plan of DEBORAH. (PARCHIM)

2. That by virtue of his employment as a journeyman plumber for O'Callaghan, ROBERT is a participant in the Plumbers' Pension Fund. The parties agree to split the marital

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portion of ROBERT's pension equally, vesting each with a one-half interest therein. Both parties shall cooperate in the drafting of a Qualified Domestic Relations Order to effectuate said intent. The Plan Administrator shall direct the Trustee of the plan to distribute Fifty Percent (50%) of the value of said plan as defined therein to the Wife, after the Plan Administrator is satisfied that there is a Qualified Domestic Relations Order. It is both parties' understanding that DEBORAH is the Alternate payee, may elect consistent with the available pay out options under the terms of the Plan, and that she may elect to receive her benefit at the earliest possible time permitted by the Plan. If DEBORAH does not have the right to direct the Plan Administrator by virtue of the terms of the Plan, then DEBORAH shall have the right to direct the ROBERT, who will then instruct the administrator, in what categories and in what percentages DEBORAH desires her fifty percent (50%) interest of the Plan to be received. Both parties agree that the Court shall reserve jurisdiction to modify this paragraph in order to qualify the parties' agreement as the Qualified Domestic Relations Order.

ARTICLE XII

DEBTS

1. Except as provided otherwise in this Agreement, ROBERT shall be solely responsible for the payment of the debts and liabilities that he has incurred and DEBORAH shall be

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solely responsible for the debts and liabilities that she has incurred. ROBERT and DEBORAH agree to hold the other harmless and indemnified with the respect to the debts and obligations for which he and she is responsible herein. 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.

2. During the course of the dissolution proceedings pending between the parties, DEBORAH included a garage repair bill in the amount of \$141.75 for which ROBERT is responsible, and a child support and maintenance arrearage has accrued since November 24, 1987, in the amount of two hundred eighty (\$280.00) dollars. Therefore, ROBERT shall pay DEBORAH \$421.75 on or before September 1, 1988. If ROBERT shall fail to do so, the amount of \$421.75 shall be deducted from ROBERT's portion of the net proceeds of sale of the marital residence and paid to DEBORAH at the time of closing thereon.

ARTICLE XIII

WAIVER OF MAINTENANCE

1. That ROBERT hereby waives and relinquishes his right to ever claim maintenance past, present, or future from DEBORAH, and he is barred therefrom.

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2. That DEBORAH hereby waives and relinquishes her right to ever claim maintenance past, present, or future from Robert, and she is barred therefrom.

ARTICLE XIV

ATTORNEYS' FEES

1. That the ROBERT shall be responsible for the payment of his own attorneys' fees, and shall hold the Wife harmless and indemnified thereon.

2. That DEBORAH shall be responsible for the payment of her own attorneys' fees and shall hold the ROBERT harmless and indemnified thereon.

ARTICLE XV

TAX INDEMNITY

1. ROBERT covenants and agrees that he shall pay and defray in their entirety the liability for any and all taxes including interest, deficiencies, and penalties, if any, resulting from the filing, heretofore, by the parties of joint Federal or State income tax returns for any calendar year. Further, ROBERT shall save, indemnify, and hold harmless DEBORAH, if and to the extent that she may hereafter be called

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upon to pay any portion of such indebtedness, and shall pay and defray the whole or any part of any such indebtedness. In the event that there are income tax refunds payable to the parties as a result of the filing of any or all of the said joint Federal and State income tax returns, whether original or amended, such refund or refund checks shall be divided equally (50/50) between the parties.

ARTICLE XVI

EXECUTION OF DOCUMENTS AND MUTUAL RELEASES

A. This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of the Husband or Wife.

B. That each of the parties agrees that he will, upon demand by the other at any time hereafter, execute any and all instruments and documents as may be reasonably necessary to release their respective interests in any property belonging to the other, the intention being that the settlement provided for this Agreement shall constitute a complete adjustment of the property rights and all other rights of the parties thereto.

C. 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.

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D. That except as herein provided, each of the parties hereto does hereby forever waive, release, and quit claim to the other party all rights of maintenance (alimony), dower, homestead, and all other property rights and claims which he or she now has or may hereafter have, as Husband, wife, widower, widow, or otherwise, by reason of the marital relations now existing between the parties hereto under any present or future law of any state or of the United States of America, or of 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 or 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, or assigns, for the purpose of enforcing any or either of the rights specified in and relinquished under this paragraph.

E. In the event a Judgment of Dissolution of Marriage is granted to the parties at any time hereafter this Agreement and all of its provisions shall be set forth and incorporated in any such Judgment, but in no event shall this Agreement be effective or of any validity unless and until a Judgment of Dissolution of Marriage is entered in the pending action. The Court, upon entry of the Judgment of Dissolution of Marriage,

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shall retain the right and power to enforce the provisions and terms of this Agreement, including, but not limited to, the use of contempt procedures. Upon entry of such Judgment, this Agreement shall also be subject to enforcement by either party as in the case of any other contract or agreement. In no event shall this Agreement or its terms be merged into such Judgment of Dissolution of Marriage, but the same shall have independent legal significance without the ambit of said Judgment, notwithstanding the incorporation of this Agreement in said Judgment.

SIGNED AND SEALED THE ^{AT 15th RK} ~~15th~~ day of Sept, 1988
CHICAGO, ILLINOIS

Deborah G. Klein
DEBORAH G. KLEIN

Robert G. Klein
ROBERT G. KLEIN

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JOINT PARENTING AGREEMENT

The following is submitted to the court by agreement of ROBERT and DEBORAH herein as a proposed plan for the sharing of custodial and child care responsibilities pursuant to the purposes of the Illinois Marriage and Dissolution of Marriage Act as set forth in Section 102 thereof and in accordance with the procedures set forth in Section 602 of that Act. The terms of the parties' proposed plan which will be incorporated in a subsequent Judgment for Dissolution are as follows:

1. The parties agree that they shall have the joint legal custody of the minor children of the parties, to wit: JESSICA, age ten (10), born March 3, 1978, SARAH, age nine (9), born July 7, 1979, RACHEL, age seven (7), born February 10, 1981, and KOPPIN, age six (6), born May 10, 1982, but the physical, care, custody, control and education, and place of principal residence for the children shall be with DEBORAH.

2. Both parties shall actively participate in raising and guiding the children and to that end shall share information in connection with medical, dental, and psychological needs as well as the children's education and progress in school. Medical and school records for each child shall be made available to both parents and each of them shall be notified of consultations and invited to confer with teachers, counselors, or medical professionals concerning the education and health care of the children.

3. Both parents acknowledge that in matters of major concern including, but not by way of limitation, education, religious training, extraordinary medical care, and extra-curricular activities, the parties will consult with each other and make every effort to reach vital decisions jointly. As the physical custodian, ROBERT shall apprise DEBORAH of the necessity of making such a vital decision, and DEBORAH shall do

EXHIBIT "A"

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likewise when the need for a decision arises while the children is in her physical possession. In case of emergency, where times does not allow consultation with the other parent, the parent with physical possession of the children shall take whatever emergency action is necessary to meet the health care or other need. As soon as possible thereafter, the parent making such an emergency decision will advise the other parent of same.

4. That in the event the parents cannot agree as to a vital decision affecting the welfare of the children, the Circuit Court of Cook County shall retain continuing jurisdiction to adjudicate any disputed issue. The parties agree by this order, however, to submit any such disputed issue for resolution by an impartial mediator mutually agreed upon before applying to the court for relief. In the event the parties cannot agree as to the mediator or if the mediation is unsuccessful, a court proceeding may be filed by either party.

5. That ROBERT shall have reasonable visitation rights with the minor children, which shall currently include the following:

R.K.
OK

ROBERT SHALL HAVE VISITATION ON FRIDAY EVS & WEDNESDAY FROM 5:30 TO 8:00 P.M.

A. Regular Visitation

Robert shall have alternate week-end visitation with the minor children from ~~9:00 a.m. Saturday~~ 9:00 a.m. SATURDAY to 8:00 p.m. Sunday, and each Wednesday, from 5:30 p.m. to 8:00 p.m.

B. Holidays

ROBERT shall have visitation with the minor children of the parties on alternate legal and school holidays, ~~except with respect to Christmas~~ ROBERT shall have visitation with the children on every Christmas Eve and Robert shall have them each Christmas holiday.

R.K.
OK

C. Personal Holidays

The parties shall have visitation with the children as follows:

1. ROBERT shall have visitation with the children:
 - a) On ROBERT's birthday
 - b) On Father's Day
 - c) On each child's birthday (odd-numbered years)

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2. DEBORAH shall have visitation with the children:

- a) On DEBORAH's birthday
- b) On Mother's Day
- c) On each child's birthday (even-numbered years)

D. Other Provisions

- 1. In cases of emergency, ROBERT shall notify DEBORAH at home and/or work, and DEBORAH will notify ROBERT at home and/or work.
- 2. Each party shall inform the other of a change in schedule at least twelve (12) hours in advance.
- 3. Information concerning medical or school matters will be provided by each party to the other on a timely basis.

The parties hereto on behalf of their minor children respectfully submit the foregoing Joint Parenting Agreement for this court's approval and incorporation in the Judgment for Dissolution of Marriage to be entered herein.

DATE: 9/15/88

Deborah G. Klein
DEBORAH G. KLEIN

Robert G. Klein
ROBERT G. KLEIN

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EXHIBIT "C"

1. Remaining loan balance on 1987 Ford Arrowster Van, approximately eleven thousand (\$11,000.00) dollars.
2. Remaining loan balance on 1985 pickup truck, approximately four thousand nine hundred (\$4,900.00) dollars.

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ON MOTION OF SAID ATTORNEYS FOR THE Defendant AND PURSUANT TO THE STATUTE IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The parties are awarded a Judgment for Dissolution of Marriage and the bonds of matrimony existing between the Plaintiff, DEBORAH G. KLEIN, and the Defendant, ROBERT G. KLEIN, are hereby dissolved and each is freed from the bonds thereof.

2. That Marital Settlement Agreement between the Plaintiff, DEBORAH G. KELIN, and the Defendant, ROBERT G. KLEIN, 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 orders of the Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the judgment of this Court; each of the parties hereto shall perform all the terms and conditions of said Agreement applying to him and/or her.

3. That each of the parties hereto shall promptly upon demand by the other party, execute and deliver to such other party any and all documents that may be necessary to effectuate and fulfill the terms of this Judgment and Agreement contained herein.

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4. That except as herein provided and reserved, any right, claim demand or interest of the parties in and to maintenance (alimony) for themselves, whether past, present or future, and in and to the property of the other, whether real, personal or mixed, of whatsoever kind and nature, and wheresoever situated, including but not limited by homestead, dower, succession and inheritance, arising out of the marital relationship, contractual or any other relationship existing between the parties hereto except as expressly set forth in the aforesaid Agreement, is hereby forever barred and terminated.

5. This court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment for Dissolution of Marriage, including all the terms of the Marital Settlement Agreement between the parties as hereinabove set forth.

ENTER:

John J. Beatty
J U D G E

READ & APPROVED BY:
Deborah G. Klein
DEBORAH G. KLEIN

ROBERT G. KELIN

Robert G. Kelin
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