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

IN RE THE MARRIAGE OF

KAY M. AEVERMANN,  
Petitioner,

and

RICHARD R. AEVERMANN,  
Respondent

No. 85 D 13145

JUDGMENT FOR DISSOLUTION OF MARRIAGE

This matter coming on to be heard on the Petition for Dissolution of Marriage of KAY M. AEVERMANN, the WIFE, and the Response thereto of RICHARD R. AEVERMANN, the HUSBAND, having been assigned for hearing by stipulation of the parties; and the petitioner appearing in open court represented by JAMES T. FRIEDMAN of Davis, Friedman, Zavett, Kane & MacRae, Ltd. and the respondent appearing by HOWARD H. ROSENFELD of Rosenfeld, Rotenberg, Schwartzman, Hannon & Shapiro; and the Court having heard testimony and being fully advised in the premises:

THE COURT FINDS:

A. That KAY M. AEVERMANN, the petitioner was a resident of the County of Cook and State of Illinois at the time the action was commenced and has maintained that residence for

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*[Handwritten signatures and notes on the left margin]*

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more than 90 days next preceding the making of the findings herein; and this Court has jurisdiction of the parties hereto and the subject matter hereof.

B. The parties were lawfully joined in marriage on June 10, 1972, and that marriage was registered at Dolton, Illinois.

C. There were two children born to the parties hereto during the course of their marriage, namely: BRIAN ERIC, born July 5, 1976 and MARK RICHARD, born July 1, 1981. That no children were adopted by the parties and the WIFE is not now pregnant.

D. The petitioner has proven the material allegations of the petition relative to grounds for the dissolution of the marriage, and a judgment for dissolution of marriage should be entered herein.

E. The parties have entered into a written agreement dated the 30th day of January, 1989, resolving all of their respective rights, duties and responsibilities in relation to each other and their marriage which agreement has been presented to this court for its consideration. The agreement was entered into freely and voluntarily between the parties; it is not unconscionable and ought to receive the approval of this Court. The agreement is in words and figures as follows:

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## AGREEMENT

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of January, 1989 at Chicago, Illinois between KAY M. AEVERMANN, hereinafter referred to as the "WIFE", and RICHARD R. AEVERMANN hereinafter referred to as the "HUSBAND".

### WITNESSETH:

WHEREAS, the parties hereto are now HUSBAND and WIFE, having been married on June 10, 1972 at Dolton, Illinois; and

WHEREAS, there were two children born to the parties as a result of their marriage; namely, BRIAN ERIC, born July 5, 1976 and MARK RICHARD, born July 1, 1981. That no children were adopted by the parties and the WIFE is not now pregnant; and

WHEREAS, there is now pending between the HUSBAND and WIFE a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois entitled "IN RE THE MARRIAGE OF KAY M. AEVERMANN and RICHARD R. AEVERMANN, Case No. 89-D-13145; and

WHEREAS, the parties are desirous of settling any and all of their respective rights, duties and responsibilities in relation to each other and to their marriage in the event their marriage is dissolved; and

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WHEREAS, the parties have each made full, frank and honest disclosure of their income, assets, liabilities and other factors upon which this agreement is based; and

WHEREAS, each party has had the advice of independent counsel and understands the legal effect of each provision of this agreement, which they have entered into voluntarily without duress or coercion.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, and other good and valuable considerations,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

## CUSTODY

1. The HUSBAND and WIFE have agreed to a custodial arrangement where the children maintain their principal residence with the WIFE and visit regularly with the HUSBAND. The details of that arrangement are set forth in the Parental Responsibility Agreement attached herein as Exhibit A and incorporated herein as the custody judgment of this Court.

## CHILD SUPPORT

2. The HUSBAND shall pay to the WIFE for the support of the minor children of the parties the sum of \$1,100 per month, commencing with the first day of the month following entry of the

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judgment herein and on the first day each month thereafter. The HUSBAND will pay temporary support as ordered herein through the month in which the judgment is entered.

3. The HUSBAND's obligation to pay child support shall terminate upon a child attaining age eighteen or graduating from high school, if later. Thereafter, the HUSBAND will be liable only for medical and educational expenses which are to be shared with the WIFE as set forth hereinafter.

## EXTRAORDINARY MEDICAL

4. The HUSBAND and WIFE shall share equally any unreimbursed medical, dental, surgical, orthodontia or hospitalization expenses incurred on behalf of any child of the parties who is unemancipated or who is a full-time college student. The WIFE shall give advance notice prior to incurring any extraordinary medical, dental, orthodontia or hospitalization expenses except in case of emergency.

5. The term "extraordinary" as used herein shall include orthodontia work, teeth straightening and other major dental work, operations, accidents, serious illness requiring hospitalization, extended illness of two weeks or longer requiring home confinement, extended psychological care, treatment of unusual or extended skin disorders, allergies or diseases, ophthalmological treatment, but shall not include

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routine check-ups, minor ailments, drug supplies except prescription medication which may be required in the treatment of any extraordinary illness, dental prophylaxis, filling of simple cavities and the like.

## HEALTH INSURANCE

6. The WIFE shall maintain a policy of medical and hospitalization insurance for the benefit of the children of the parties through her law firm for so long as each child shall be entitled to support, including college. The HUSBAND shall pay fifty percent (50%) of the WIFE's health insurance premium for the children on the first of each month. The HUSBAND need not share in the WIFE's premium for the children's insurance if he maintains a comparable policy of health insurance for the benefit of the children himself. In that event, both parties shall cooperate in promptly processing insurance claims and promptly reimbursing insurance proceeds to a party who may have advanced medical expenses on the children's behalf.

7. The obligation to pay extraordinary medical and dental expenses on behalf of the children and to maintain health insurance for them shall not extend beyond a child's twenty-third birthday.

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## COLLEGE EDUCATION

8. The HUSBAND and WIFE shall share equally the cost of a four year undergraduate college or advanced training school in lieu of college for any child of the parties who is qualified for same. Both parties, together with the child shall have voice in the selection of the school to be attended. College expenses shall include tuition, room and board, transportation to and from school, books, supplies, a reasonable allowance for clothing and any other necessary and customary expenses in connection with a college education. The parents' obligation to pay one-half of a child's college education expenses shall not be modified unless a party proves financial inability taking into account all income and all assets of a party.

## WAIVER OF MAINTENANCE

9. Both parties specifically waive any right they may have to claim or receive maintenance payments past, present or future.

## DIVISION OF PROPERTY

10. The WIFE shall have as her division of marital property the following:

- A. The Kemper Money Market account maintained in the WIFE's name and her LaSalle Bank checking account;

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- B. The individual retirement accounts maintained by the WIFE at First National Bank of Chicago, her profit sharing account maintained at Drexel Burnham and her defined benefit pension plan maintained at Lord, Bissell & Brook;
- C. The WIFE's partnership interest and capital account in Lord, Bissell & Brook;
- D. The 1984 Olds Cutlass automobile in her possession;
- E. All reimbursements hereafter to the HUSBAND through the AEC health insurance carrier for medical expenses paid by the WIFE. The reimbursements shall be paid to the WIFE by the HUSBAND as he receives same;
- F. All clothing, jewelry and personal effects in the WIFE's possession and control and her father's binoculars, if they are in the HUSBAND's possession;
- G. The former marital residence which the HUSBAND shall convey to the WIFE as set forth hereinafter;
- H. Any family photographs in the HUSBAND's possession which shall be made available to the WIFE for purposes of copying; and

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- I. All the household goods, furniture and furnishings in the WIFE's possession.
11. The HUSBAND shall have as his division of marital property the following:
  - A. Any benefits to be received or already paid to the HUSBAND by his former employer, AEC, including pension and profit sharing benefits, the proceeds of sale of AEC stock or stock options and any severance pay in connection with the termination of the HUSBAND's employment;
  - B. The USAA money market and mutual money market accounts maintained in the HUSBAND's name, his First Chicago money market account, his First Nationwide money market and Irving Trust account;
  - C. The individual retirement accounts maintained by the HUSBAND at First Chicago Bank and USAA;
  - D. The cash value of the HUSBAND's Metropolitan Life Insurance policy;
  - E. The 1989 Cadillac automobile in the HUSBAND's name and the 21' motor boat and trailer in his possession;

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- F. The furniture, furnishings and personal effects in the HUSBAND's possession and control;
- G. The security deposit at the HUSBAND's apartment;
- H. The sum of \$32,500 to be paid by the WIFE to the HUSBAND upon entry of the Judgment for Dissolution of Marriage herein;
- I. Any family photographs in the WIFE's possession which shall be made available to the HUSBAND for purposes of copying; and
- J. The sum of \$5,000 to be paid by the WIFE to the HUSBAND on or before June 1, 1989.

12. Upon the effective date of this agreement, the HUSBAND shall execute and deliver to the WIFE a quit claim deed, assignment of insurance, and such other documents as may reasonably be required to transfer, assign, convey and release all of his right, title and interest in the marital residence to the WIFE which residence is legally described on Exhibit B attached hereto. Such transfer shall include any right, claim or interest which the HUSBAND has in the escrow funds held by the mortgagee and to the proceeds, premiums or other rights which the parties have in the homeowner's insurance policy. The WIFE alone

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shall assume all responsibility for payments due in connection with the ownership, use and maintenance of said real estate including mortgage payments, real estate taxes, assessments, escrow payments and insurance premiums. The WIFE does hereby indemnify the HUSBAND and hold him harmless in connection with all such costs, liabilities and expenses assumed by her herein. The HUSBAND expressly warrants that he has caused no liens or encumbrances against the aforesaid real estate other than the first mortgage and shall promptly cause same to be removed at his expenses should they be discovered to exist hereafter.

13. The HUSBAND shall promptly furnish the WIFE with all deeds, surveys, blue prints, closing statements and other documents in connection with the purchase of the aforesaid residence and any cancelled checks, receipts or other documents that will enable the WIFE to determine the cost basis for that real estate in connection with any subsequent income tax returns.

## DEBTS

14. Both parties represent that no family expenses exist which were incurred prior to their separation in November of 1987. Each of the parties shall be liable for any debts or expenses incurred individually by them thereafter. The HUSBAND shall be liable for the loan in connection with his Cadillac automobile and the WIFE shall be liable for the mortgage on her

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residence as aforesaid. Each party shall hold the other harmless and indemnify from any liability with respect to debts or liabilities assumed by them hereunder. Neither party shall hereafter contract any debt or liability for which the other party, or his or her property or estate shall become liable. Indemnification for liability herein shall include reasonable attorneys' fees and costs necessarily incurred in the enforcement of such indemnification.

## ATTORNEYS' FEES

15. Both the HUSBAND and the WIFE shall be individually liable for their own attorneys' fees and costs incurred in connection with these proceedings and each does hold harmless and indemnify the other for same.

## MISCELLANEOUS

16. Each of the parties shall promptly execute all documents and promptly perform all acts necessary to effectuate and satisfy the terms and provisions as set forth herein. A party who unreasonably delays such execution or performance shall be subject to the attorney's fees and costs of the other party in any enforcement proceedings.

17. To the fullest extent permitted by law, and except as herein otherwise provided, each party releases and relinquishes all rights and claims against the other party and

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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 inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as husband and wife, widow or widower, whether existing by reason of the marital relation between said parties hereto pursuant to any present or future law, or otherwise including any and all right, title, claim or interest which he or she otherwise has or might have or be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or mixed, whether marital or non-marital, whether based on claims of tortious conduct, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her estate, heirs, personal representatives, grantees, devisees or assigns, agent or servants for the purpose of enforcing any rights specified to be released, waived or relinquished under this agreement; and each party further agrees

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that in the event any suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees or assigns, any or all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver or relinquishment 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 express provision of this agreement. The HUSBAND hereby waives his right to receive maintenance, alimony or spousal support from the WIFE. The WIFE hereby waives her right to receive maintenance, alimony or spousal support from the HUSBAND.

18. The WIFE is hereby given leave to resume her former name of KAY W. MCCURDY.

19. The parties agree that the Circuit Court of Cook County, Illinois shall retain jurisdiction over the parties hereto and the subject matter herein for purposes of enforcing

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the terms and conditions of this judgment or modifying those terms which are subject to modification under the laws of the State of Illinois presently in force.

Kay M. Aevermann  
Kay M. Aevermann

Richard R. Aevermann  
Richard R. Aevermann

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## EXHIBIT A

### PARENTAL RESPONSIBILITY AGREEMENT

The following is submitted to the Court by agreement of the husband, RICHARD R. AEVERMANN (hereinafter "HUSBAND") and the wife KAT M. AEVERMANN (hereinafter "WIFE"), herein as a proposed plan for the custodial and child care responsibilities pursuant to the purposes of the Illinois Marriage and Dissolution of Marriage Act as set forth in Section 602 of the Act. The terms of the parties' proposed plan which will be incorporated in a subsequent Judgment for Dissolution of Marriage are as follows:

1. It is acknowledged that both parents are fit and proper parents but the best interests of the children, MARK and BRIAN, will be served by awarding their residential and physical possession to the WIFE.

2. HUSBAND and WIFE both acknowledge that MARK and BRIAN shall have a continuing need for frequent and continuing contact with both parents in order to minimize, to the greatest extent possible, the effects of the termination of their marriage upon the children and that their circumstances and the circumstances of the children may change over the period of time

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5. The parent caring for the children shall at all times allow the children reasonably open access by telephone to the other parent.

6. 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 that prior to filing any petition with the court the disputed issues shall be submitted to a mediator in the hope of achieving a voluntary resolution. The parties shall agree upon the person to act as mediator and failing such agreement the parties shall each select a mediator who in turn shall select a third person to mediate the dispute. The mental health professional mentioned in paragraph 9 hereafter may act as a mediator if the parties agree. This provision shall not bar the parties from submitting their dispute to the court if the mediation fails or if the dispute is of an emergency nature which does not allow time for mediation. The parties shall share the cost of the mediator equally. Should the mediation fail and the matter be submitted to the court, the costs of mediation may be considered by the court in the assessment of fees and costs in that court proceeding.

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7. The HUSBAND shall have all reasonable rights of visitation with the minor children of the parties, which currently shall be as follows:

- A. On alternate weekends from 7:00 p.m. Friday through 7:30 p.m. Sunday;
- B. For one-half of the Christmas vacation which shall include Christmas Eve in even numbered years and Christmas Day in odd numbered years. Christmas Eve shall be defined as December 24th overnight until 10:00 a.m. on December 25th. The party entitled to Christmas Day may commence their vacation period on that day and have the children for the continuous number of days which constitutes one-half the school vacation. For the entire school/Spring vacation in even numbered years and for two weeks during the Summer school vacation which shall be during the second and third weeks of August in 1989 and at times to be agreed upon by the parties thereafter. The HUSBAND shall confirm his intent to exercise extended vacation visitation by registered or certified mail ninety days in advance thereof each year. Lacking such notice to the WIFE, it will be presumed that he has waived vacation visitation for that period.
- C. During the following holidays in an alternating annual basis beginning with Memorial Day 1989: Memorial Day, July 4th, Labor Day and Thanksgiving. Thanksgiving shall include the three days following at the option of the parent entitled to that holiday. When a holiday falls on a Friday or a Monday the parent entitled to that holiday shall have the children for the entire weekend. The HUSBAND shall notify the WIFE as soon as he is aware that he does not intend to exercise his holiday visitation but in no event less than fourteen days in advance thereof except in case of emergency. If the WIFE's holiday falls on the HUSBAND's normal weekend, then his

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alternate weekends shall commence the following weekend. The same will be true for the WIFE, if the HUSBAND's holiday falls on what would normally be the WIFE's alternate weekend.

- D. The HUSBAND shall have the children each New Year's Day which is his birthday and the WIFE shall have the children each New Year's Eve and on her birthday which is July 21st.
- E. The children shall spend Father's Day with the father and Mother's Day with the mother.
- F. The HUSBAND shall have BRIAN on BRIAN's birthday in odd numbered years and shall have MARK on his birthday in even numbered years. The WIFE will have MARK in odd numbered years and BRIAN in even numbered years.
- G. Visitation under paragraphs B through F shall take precedence over regular alternate weekend visitation. Vacation visitation in paragraph B shall take precedence over holidays in paragraphs C and D.
- H. Visitation hours shall be closely adhered to by both parties. A party seeking a necessary change shall give reasonable advance notice to the other party. Recognizing the need to make alternative child care arrangements, the HUSBAND shall advise the WIFE at least forty eight (48) hours in advance if he does not intend to exercise his weekend visitation except in case of emergency. Should the HUSBAND fail to give the required notice, he shall reimburse the WIFE for any reasonable expense she must incur as a direct result of his failure to exercise visitation. If he is one hour late in picking up the children and hasn't called, visitation for that day shall be forfeited. The HUSBAND shall return the children promptly from visitations at the scheduled hour. If he is unavoidably delayed for some reason he shall promptly telephone the WIFE to advise when the children will be returned. The children shall

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be put to bed at a reasonable hour and no "R"-rated, violent or horror films shall be viewed by them.

8. The HUSBAND shall be sensitive to the children's scheduled activities in connection with school, social events, sports, health care and religious classes and shall make reasonable efforts to see that they attend same. The WIFE shall make all reasonable efforts not to schedule activities which will interfere with father's visitation schedule. All confirmation classes shall be attended unless the pastor provides the HUSBAND with an alternative program in writing. Scheduled baseball games shall also be attended and if a child misses more than two in a season while visiting with his father, the Court will consider a Petition for Contempt. Until age fifteen the HUSBAND shall not make statements which contradict or undermine the children's religious training.

9. For six months following entry of the Judgment for Dissolution of Marriage and from time to time thereafter as may be necessary, the parties shall cooperate in consulting with DR. ROBT. MARK, a mental health professional selected by the Court. The purpose of the consultations is to facilitate visitation and other disputes regarding parenting and the well being of the children. The counselor shall visit with the

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children and the parents to consider the children's best interests and to assist in the resolution of any disputed issues. The parties will each pay one-half the cost of the mental health professional. The consultations shall be up to twice monthly at the outset and as frequently as the therapist and the parties agree thereafter. The parties shall not unreasonably withhold their agreement.

10. The WIFE shall not change the children's name.

11. Both parents have the expressed desire to minimize the disruption of the children's lifestyles, normal emotional growth and successful development in the environment within which they are to be raised. To that end, the parties agree:

- A. That each parent shall endeavor to foster the love and respect of the children for the other parent;
- B. That the children's need for security, a sense of home and neighborhood ties, established schedules for school, extra-curricular activities, traditional family gatherings and special events will not be disregarded by either parent, and both parents shall endeavor to maintain these important elements in the children's lives.

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HUSBAND and WIFE respectfully submit the foregoing Parental Responsibility Agreement, on behalf of their minor children, for the Court's approval and incorporation in the Judgment for Dissolution to be entered herein.

Dated: 1/11/11

Richard R. Aeevermann  
Richard R. Aeevermann

Kay M. Aeevermann  
Kay M. Aeevermann

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## EXHIBIT B

Legal description to property located at:

2201 Maple  
Northbrook, Illinois

Lot Five (5) in Reeves Subdivision, a subdivision of part of the North Half (1/2) of the South Half (1/2) of the South East Quarter (1/4) of Section 9, Township 42 North, Range 12, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 30, 1962, as Document Number 2068246.

P.F.N. 09-09-411-083

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IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:

1. The bonds of matrimony existing between the petitioner and the respondent are hereby dissolved.

2. The written agreement incorporated herein shall be binding upon each of the parties hereto as the judgment of this Court.

3. This Court shall retain jurisdiction over the parties hereto and this subject matter hereof for purposes of enforcing or modifying this judgment as appropriate under the laws of this state.

ENTER: \_\_\_\_\_

J U D G E

DATED: \_\_\_\_\_

JAN 31 1989

JULIA NOWICKI

DAVIS, FRIEDMAN, ZAVETT, KANE & MacRAE  
140 South Dearborn  
Suite 1600  
Chicago, Illinois 60603  
312/782-2220  
Attorney No.: 91797

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*Key to M. County  
Dad's name is not  
in the book  
1/23/89*

*ATN  
1/23/89*

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I HEREBY CERTIFY THE ABOVE TO BE CORRECT.

DATE 3-7-89

*Annelle P. ...*

CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL.

THIS ORDER IS THE PROPERTY OF THE CIRCUIT COURT AND VIOLATION THEREOF IS SUBJECT TO THE PENALTY OF THE LAW

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