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

IN RE THE MARRIAGE OF:

UNOFFIC

CATHY SPENCER,

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and

NO. 86 D 1927

RALPH SPENCER,

Respondent.)

JUDGMENT FOR DISSOLUTION OF MARRIAGE

matter doming to be heard off the regular uncontested trial calendar upon Stipulation of the Petitioner and the Rospondent to have said matter heard as in the nature of a default, upon the Petition for Dissolution of Marriago filed by the Petitioner, CATHY SPENCER, the Petitioner appearing in open court in her own proper person by her attornov, NEIL ROBIN, and the Respondent having appeared in court in his own proper person by his attorney, JOHN WOJTECZKO, the Court having heard the sworn testimony of the Pacitioner and having considered the written Marital Settlement Agreement entered into between the parties hereto as to maintenance and support, property rights, attorney's fees and all other rights of the respective parties arising out of their marriage, all of which terms are fully expressed herein, and being fully advised in the premises;

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- 1. That this Court has jurisdiction over the parties hereto and of the subject hereof.
- 2. That the Petitioner and the Respondent were residing in the State of Illinois and County of Cook at the time the Petition for Dissolution of Marriage was commenced and has maintained said residence for ninety (90) days next preceding the making of these findings.
- 3. That the parties were lawfully married on the 1st day of October, 1970 in Peoria Illinois, and that said marriage was registered in the County of Peoria Illinois, that the parties separated on or about the 1st day of December 1985.
- 4. That two children were born to the parties as issue of their marriage namely: MELISSA, (15) born on June 4, 1971 and RIAN, (10) years of age, born on September 19, 1975 and the Petitioner is not now prognant.
- 5. That irreconcilable differences have arisen between the parties; and that the purpose and intent of the marriage is no longer present and to further counseling or therapy would be in the best interest of the parties.
- 6. That the Petitioner has proved the marital 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.

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That the Petitioner and the Respondent have 7. entered into a written Marital Settlement Agreement between themselves dated April 1st, 1987, settling all questions of maintenance and/or support, property rights, attorney's fees and all other rights of the respective parties arising out of their marriage and that said Agreement has been received in evidence as Petitioner's Exhibit "A" and that by leave of Court is made a part of this Judgment for Dissolution of Marriage and has been attached to and thereby incorporated in this Judgment for Dissolution of Marriage by reference thereto and is set forth in words and in figures, as Zollows: County Clark

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 1st, day of April, 1987, in Chicago, Illinois by and between CATHY SPENCER, hereinafter referred to as the "Wife", and RALPH SPENCER, hereinafter referred to as the "Husband".

WITNESSETH

WHEREAS, the parties were married to each other on the 1sc of October, 1970 in Peoria Illinois, and thereafter lived together as husband and wife until on or about the 1st day of December, 1985, at which time the parties ceased living together because of irreconcilable differences that arose between them; and

WHEREAS, the wife has filed a Petition for Dissolution of Marriage in the Circuit Court of Cook County, Illinois, County Department, Domestic Relations Division, Case Number 86 D 1927 entitled "IN RE THE MARRIAGE OF CATHY SPENCER, Petitioner and RALPH SPENCER, Respondent", and

WHEREAS, the husband and the wife consider it to be in their best interest to settle between themselves now and forever all of their respective rights as to maintenance and/or support, dower rights, homestead rights, rights to inheritance and all other property rights growing out of their marriage between them and which rights either of them now have or have hereafter

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claim to have in and to the property of the other, of every kind, nature and description, whether real, porsonal or mixed; and

WHEREAS, the wife has employed and has had the bonefit of counsel of NEIL ROBIN, of the Law Office of Robin, Ltd., and the husband having been Noil represented by JOHN WOJTECZKO,; and

WHEREAS, each party has made full and complete disclosure to the other of all properties owned by them or either of them and of all income derived therefrom and from all other sources, and each party has had this Agreement and the legal effect of each of the provisions hereof and hereafter fully explained to him and to her and each party acknowledges that he and she have been fully informed of his or her respective rights in the premises.

NOW THEREFORE in consideration of tho promises and other good and valuable consideration herein expressed, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

LAW DIFFICAL NEIL A. ROBIN Chicago, Illingi**s s**osos C1111 783-7400

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ARTICLE I

WHEN AGREEMENT BECOMES EFFECTIVE

That in the event the Circuit Court of Cook County, Illinois, Domestic Relations Division, in case number 86 D 1927 entitled "IN RE THE MARRIAGE OF CATHY SPENCER, Petitioner and RALPH SPENCER, Respondent", sees fit to award a Judgment for Dissolution of Marriage on evidence presented, then and only in that event, it is agreed that this Marital Settlement Agreement shall be incorporated in said Judgment of Dissolution of Marriage and be attached thereto and merged therein and shall thereafter be binding and conclusive upon the parties hereto, but in the event no Judgment for Dissolution of Marriage is entered, this Agreement shall be null, void and of no legal effect.

ARTICLE II

SOLE CUSTOLY

That the Petitioner shall be awarded the sole care, control and education of the two minor children.

ARTICLE III

VISITATION

That the husband shall be entitled to reasonable and liberal visitation with the two minor children subject to advance notice.

ARTICLE IV

CHILD SUPPORT

That the husband shall pay to the wife a sum equal

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to 25% of his net take home pay from all sources as defined by Statute, as and for child support of the two minor children or a minimum of 50.00 per week, whichever is greater.

That said payments shall be made on the first and fifteenth of each month in two equal installments and shall be paid through the Clerk of the Circuit Court.

That the husband, upon reasonable requests from the wife, shall provide her with proof of income by forwarding to her copies of his most recent paychecks and paystubs as received and copies of his Federal and State income tax returns with all schedules, W-2 statements and 1099 statements that are to be attached thereto, on or before May 1st of each year after the entry of this Judgment for Dissolution of Marriage.

ARTICLE 1

MEDICAL EXPENSES, MAJOR

HEALTH AND HOSPITALIZATION INSUPANCE

- 1. Ordinary Medical Expenses: The Wife shall pay for all ordinary medical and dental expenses of the minor children.
- 2. Extraordinary Medical Expenses: RALPH agrees to pay and be responsible for all extraordinary medical expenses necessarily incurred on half of the minor children and not covered or reimbursed by medical insurance for so long as he has any obligation under this Agreement to such children. For purposes of this

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Agroement, extraordinary medical expenses shall include, but not by way of limitation, all teeth straightening costs, the cost of major illnesses requiring hospitalization, the cost of major dental work, operations, optical costs (Excluding eye glasses), serious accidents, and other medical or similar costs. CATHY agrees that she will pay and be responsible for all non-extraordinary modical and dental expenses, which include, but not by way of limitation, routine check-ups, minor ailments, ordinary drug supplies, dental prophylaxis, filling of cavities, and the like.

In the event of serious illness of the minor children, of or the need for extensive hospitalization, medical, dental, optical, psychiatric, psychological or orthodonture care, CATHY agrees that she will consult with RALPH before such care is rendered, and the parties shall mutually agree to such care. RALPH shall not unreasonably withhold his consent or agreement to any necessary care. CATHY'S failure to so consult with RALPH before such care is rendered shall be deemed a waiver of his obligation to pay for such care. It is understood, however, that CATHY'S agreement to consult with RALPH shall not apply in cases of emergency in which the minor children's lives are endangered. For purposes of this Agreement, CATHY'S obligation to consult with RALPH shall be satisfied by making a

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reasonable attempt to contact RALPH by telephone. In the event CATHY is unable to do so, she shall send a telegram to RALPH advising him of the need for the aforesaid care for the children. In the event RALPH fails to contact CATHY within forty-eight (48) hours of her receipt of confirmation of the delivery of the telegram, RALPH shall be deemed to have waived his right to consultation and shall be held to have agreed for the care for the minor children for which CATHY sought Agreement.

promptly upon her request for same and he will promptly supply CATHY with a current medical insurance identity card for the minor children and he will keep her continuously supplied with current medical insurance identity cards and medical forms. RALPH will submit the medical forms to his insurance carrier in a timely manner. To the extent that any ordinary medical bills are payable through RALPH'S insurance, he will submit said ordinary medical bills and forms to his insurance carrier. RALPH further agrees to submit all hills and forms given to him by CATHY to his insurance carrier in order to seek qualified payment of same.

3. <u>Health Insurance</u>: The Husband shall at his sole expense obtain and maintain in full force and effect at all times while he has any obligation to pay support for, to contribute toward the education

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expenses of or during any other period of dependency of the children, a policy of health insurance covering health surgical, and related major medical needs of the children, comparable or better than the coverage provided in the comprehensive plan of hospitalization and major medical insurance which he presently carries. The husband shall at all times provide the Wife with a current identification card reflecting the name of the insurance carrier and the policy number.

In the event insurance reimbursement is available for the payment of any ordinary medical expense incurred by the Wife on behalf of the child, the Husband shall provide the Wife with all necessary insurance forms and extend his cooperation in order to provide reimbursement to the Wife from the insurance carrier of such expenses so incurred. immediately upon the incurring of any extraordinary medical expenses or any other dental or optical or related expenses by the Wife on behalf of the children, the Wife shall provide the Husband with an invoice or bill reflecting the amount of such expense and the Husband shall immediately upon receipt thereof pay for or otherwise provide for the payment of same either by immediate reimbursement to the Wife if she has already paid for such expense from her own resources, not, direct payment by the provider by submission of a claim form to his medical insurance

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carrior.

If the Wife shall also have health and major medical insurance coverage which provides for the extraordinary medical and related health care expenses of the children, then she shall cooperate with the Husband in the same manner as hereinabove required by the Husband to cooperate with her in the submission of all claims for payment by her insurance carrier for such items as may be covered as "excess" thereunder and which and to the extent were not covered by the Husband's health insurance policy provided that nothing herein contained shall be construed as to require the Wife to maintain any such insurance coverage or to pay the extraordinary medical care requirements or needs of the children in opposition to what is hereinabove provided.

- 4. Consultation Between the Parties. In the event of any serious illness of the children of the parties or the need for any extraordinary medical, hospital, surgical care or for the optical or dental needs and requirements of the children, the Wife chall first consult with the Husband before incurring any such expense except that her obligation to consult with him shall not apply in the case of any emergency where the life and health of the children may be imperiled by delay.
 - 5, Termination of Obligation. The Husband's

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obligation with respect to the children for the payment of those expenses hereinabove provided shall continue until the child shall have reached their age of majority complete high school or completed their college education, whichever shall occur last.

ARTICLE VI

LIFE INSURANCE

husband shall obtain life insurance on the That his Clife and maintain the children as irrevocable beneficiaries for an amount of no less than Fifty Thousand Dollars (\$50,000.00) per child and shall not oncumber the policies in any manner until such time as children complete college or are emancipated, is last to occur. That upon reasonable whichever requests, the husband shall provide proof to the Wife that the policies are in full force and effect.

ARTICLE VII

COLLEGE

That both the husband and the wife shall contribute to the college educational expenses of the children based on their ability to do so at the time each of the children is ready for college.

ARTICLE VIII

MUTUAL WAIVER OF MAINTENANCE

That both the husband and the wife shall be barred and terminated from claiming any maintenance and/or support from the other, past, present or future, having

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waived their rights to same in open court.

ARTICLE XI

ATTORNEY'S FEES

That both Cathy and Ralph shall each be responsible for, pay and hold each other harmless for payment of their own attorney's fees and court costs incurred in this proceeding.

ARTICLE X

DEBTS AND OBLIGATIONS

That each party shall be responsible for their own debts and obligations incurred subsequent to the separation and hold each other harmless from the payment thereon.

ARTICLE XIV

PERSONAL PROPERTY, FURNITURE AND FURNISHINGS

That the parties have heretofore divided all of their personal property and furnishings, and each shall retain as their sole and exclusive property free and clear of any interest that the other may have herein, all personal property and furnishings now in their respective possessions.

ARTICLE XV

AUTOMOBILES

That the wife shall retain as her sole and exclusive possession, free and clear of any interest that the husband may have therein, the 1980 Toyota

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ARTICLE XVI

NON-MARITAL PROPERTY

That the wife shall be awarded all of her non-marital property incurred both prior to and subsequent to the marriage.

ARTICLE XVII

MARITAL HOME

That the husband and the wife are the joint owners of an improved parcel of real estate, commonly known as 461 Hickory Drive, Wheeling, Illinois 60090. That Judgment for immediately upon the entry of a Dissolution of Marriage the husband shall guitclaim to the wife, all of his right, title and interest in said property. That thereafter the wife shall be the sole and exclusive owner of the property and shall be responsible for and hold the husband harmless for the payment of all costs and expenses incurred in the upkeep, maintenance and ownership of the property including the payment of the existing mortgage increon. That the husband represents and warrants that he has caused no liens directly or indirectly against the marital home except for the first mortgage. That in the event there are any liens or encumbrances against the title of the property that have been caused by the husband, directly or indirectly, shall responsible for taking the necessary steps

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immediately clear said liens and encumbrances.

That upon the sale of the property, whenever that shall occur, the sum of \$2,000.00 shall be paid to the husband's attorney, John Wojteczko and that he may file a proper lien against the home to secure said funds but there shall be no enforcement of said lien whatsoever until the wife, at her election, decides to sell the property. That if said lien is filed, it shall be without interest and shall never be more than the principal sum of \$2,000.00.

ARTICLE XVIII

MUTUAL RELEASE

each of the parties hereto does forever waive, release, quitclaim, assign and otherwise terminate for himself and herself, his and her agents, attorneys, assigns and administrators all rights of maintenance and support, dower, homestead, inheritance, and any and all beneficial interest that either party may have in the life insurance owned by the other or in any to any beneficial interest that each party may have in any trust fund or account owned by the other, including but not limited to any pension rights profit sharing funds, stock options and all other property rights, which he or she now has or may hereafter have, or acquire because of marital relations now existing between the parties

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EXECUTION OF DOCUMENTS

That each of the parties hereto hereby agrees to and acknowledge, concurrently with execution hereof, good and sufficient instruments necessary or proper to vest the titles and estates to the respective parties hereto, as hereinabove provided, and hereafter, at any time and from time to time, to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Agreement and establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. either party horoto for any reason shall fail or refuse to execute any such documents, then this Agreement is and 11 heropy expressly shall, doclared constitute a full and present transfer, assignment and convoyance of all rights hereinabove designated to be transforred, assigned and conveyed and a full, present and offoctive relinquishment and waiver of all rights horeinabove designated to be relinquished sid waived and each party agrees for himself and horself that a Judge of the Circuit Court of Cook County, Illinois can execute any legal instrument on his or her behalf in order to carry out the full import and intention of this Agreement without further notice to either party.

IN WITNESS WHEREOF, the parties herete have hereunto affixed their signatures on the day and year

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hereto, under any present or future law, or against the property of the other party, or his or her estate, whether now owned or hereinafter acquired by the other party, whether real, personal or mixed, whether tangible or intangible, legal or equitable, either a present or future interest in any such property, and whether said interest is held individually, jointly, or in community or marital property.

Sach party further agrees for himself and herself, his and her agents, attorneys, assigns and administrators that the Court cannot modify or change the provisions of this Agreement despite any change of circumstances, substantive, material or otherwise as presented to this Court.

Each party further agrees for himself and herself, his and her agents, attorneys, assigns and administrators to waive the right to seek a new trial and the right to appeal any Judgment for Dissolution of Marriage that may be entered in the pending cause between the parties.

This Agreement shall be governed by the laws of the State of Illinois, shall become effective upon the Judgment for Dissolution of Marriage being granted, and all of its provisions shall be binding and inure to the benefit of the parties hereto, their heirs, personal representatives and assigns.

ARTICLE XI

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first above written.

CATHY SPENCER WIFE

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NEIL A. ROBIN
OF SHAPE WASHINGTON STREET
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CHICABO, ILLINOIS 60602

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

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that CATHY SPENCER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ______

NOTARY PUBLIC

STATE OF ILLIVOIS

SS

COUNTY OF C O O

I, the undersigned a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that RALPH SPENCER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before he this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purpose therein set forth.

day of ______, 1987.

NOTARY PUBLIC NOTARY PUBLIC

" OFFICIAL SEAL "
JOHN C. WOJTECZKO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/3/88

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IT IS THEREFORE ORDERED, ADJUDGED and DECREED, as follows:

- A. That the parties are awarded a Judgment for Dissolution of Marriage and the bonds of matrimony heretofore existing between the Petitioner and the Respondent be and the same are hereby dissolved and the same are dissolved accordingly.
- That the written Marital Settlement Agreement entered into and executed by the Petitioner and the Respondent settling all questions of maintenance and/or support, property rights, attorney's fees and all other rights of the respective parties arising out of their marriage, and herecofore received in evidence Petitioner's exhibit "A" and the original of which is attached hereto and marged and incorporated herein as if set forth verbatim and All of its terms provisions hereby expressly affirmed, approved the Order and Judgment of this Court to the adopted as same extent and with the same force and offect as if were set forth verbatim in this said provisions Judgmont for Dissolution of Marriage.
- C. That the Petitioner and the Respondent are hereby ordered and directed to comply with all terms and provisions of the Marital Settlement Agreement entered into between them on April 1st, 1987, which Agreement has been merged and incorporated in this Judgment for Dissolution of Marriage and is a part

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hereof.

That both the Petitioner and the Respondent having each waived against the other all claims of maintenance, dower rights, inheritance rights, and any and all other property rights and claims that either now has or may hereafter acquire in the future, each party is forever barred and foreclosed from asserting ing of those rights against the other, as well as all other rights and claims each has heretofore relinguished to the other by the terms of the written Marital Settlement Agreement entered into on April 1st, 1987, and merged in this Judgment for Dissolution of Marriage.

That the Court hereby retains jurisdiction over the parties hereto end the subject matter hereof for the purpose of enforcing this Judgment for Dissolution Marriage of and all the terms provisions set forth Marital Settlement in the Agreement entered into between the parties hereto and dated April 1st, 1987, which written Marital Serclement Agreement is merged and incorporated in this Judgment for Dissolution of Marriage and adopted by this Court as its own.

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(A) NPPROVED AND ENTRY REQUESTED: ()NEIL A. ROBIN, Potitioner's Attorney

June 2, 1987

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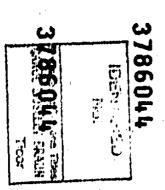
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A HEREBY CERTIFY THE ABOVE TO BE CURRECT

DATE 2-22-89

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CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILL

THIS ORDER IS THE COMMAND OF THE CIRCUIT
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